



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

23RFP139745B-EC

ARMED AND UNARMED SECURITY SERVICES

For

FULTON COUNTY POLICE DEPARTMENT

GEORGIA CERTIFICATE OF GOOD STANDING

Control Number : H859437

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

UNIVERSAL PROTECTION SERVICE, LLC
a Foreign Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26115621
Date Inc/Auth/Filed: 09/09/1965
Jurisdiction : Delaware
Print Date : 09/27/2023
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

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APPENDIX 1: NOT USED

CONTRACT AGREEMENT

Consultant: Universal Protection Services, LLC dba Allied Universal Security Services

Contract No.: #23RFP139745B-EC

Address: 3355 Lenox Road NE, Suite #300
City, State Atlanta, Georgia 30326

Telephone: 856-264-0249

Email: paul.stab@aus.com

Contact: Paul M. Stab
Sr. Regional Vice President

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Universal Protection Services dba Allied Universal Security Services, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Fulton County Police Department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide armed and unarmed security services for various County departments, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith.

No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 15, 2023, BOC#23-0829.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform provide armed and unarmed security services for various County departments. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and

regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10 COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$7,200,000.00 (Seven Million, Two Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not

relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission,

percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and

other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Fulton County Police Department
Chief of Police
4701 Fulton Industrial Blvd, SW
Atlanta, Georgia 30336
Telephone: (404) 613-5705
Email: william.yates@fultoncountyga.gov
Attention: W. Wade Yates

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Universal Protection Services, LLC. dba Allied Universal Security Services
Sr. Regional Vice President
3355 Lenox Road NE, Suite #300
Atlanta, Georgia 30326
Telephone: 856-264-0249
Email: paul.stab@aus.com
Attention: Paul Stab

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the

County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall

make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**UNIVERSAL PROTECTION SERVICES,
LLC. DBA ALLIED UNIVERSAL SECURITY
SERVICES**

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Paul M. Stab

9056731761E64B3...

Paul Stab
Sr. Regional Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC478C4847648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



ATTEST:

DocuSigned by:

[Signature]

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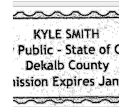
Notary Public

County DeKalb

Commission Expire 1-10-2026

(Affix Corporate Seal)

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

[Signature]

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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

[Signature]

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W. Wade Yates, Chief of Police
Fulton County Police Department

ITEM#: <u>23-0829</u> RCS: <u>11/15/2023</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

ADDENDA

ACKNOWLEDGEMENT OF EACH ADDENDUM

ADDENDUM NO. 1



Date: September 5, 2023

Project Number: #23RFP139745B-EC

Project Title: Armed and Unarmed Security Service

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 1 Q&A and Staff Plan

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 5th day of September, 2023.

Universal Protection Service, LLC dba Allied Universal Security Services
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Sr. Regional Vice President
Title



ADDENDUM NO. 2



Date: September 18, 2023

Project Number: #23RFP139745B-EC

Project Title: Armed and Unarmed Security Service

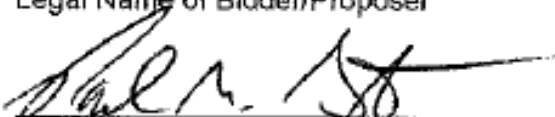
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2 Cost Proposal Forms and Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 18th day of September, 2023.

Universal Protection Service, LLC dba Allied Universal Security Services
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Sr. Regional Vice President
Title

ADDENDUM NO. 3



Date: September 22, 2023

Project Number: #23RFP139745B-EC

Project Title: Armed and Unarmed Security Service

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

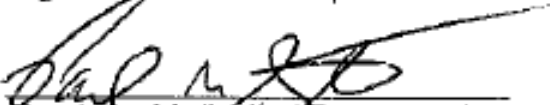
ADDENDUM NO. 3: Revised Cost Proposal Forms, Revised Staffing Plan, Additional Specifications and Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 22nd day of September, 2023.

Universal Protection Service, LLC dba Allied Universal Security Services

Legal Name of Bidder/Proposer


Signature of Authorized Representative

Sr. Regional Vice President

Title

ADDENDUM NO. 4



Date: September 26, 2023

Project Number: #23RFP139745B-EC

Project Title: Armed and Unarmed Security Service

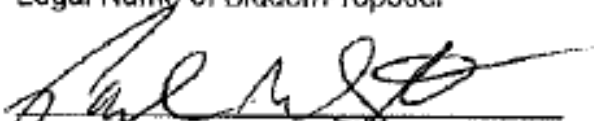
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 4: Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 4, 26th day of September, 2023.

Universal Protection Service LLC dba Allied Universal Security Services
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Sr. Regional Vice President
Title

ADDENDUM NO. 5



Date: October 2, 2023

Project Number: #23RFP139745B-EC

Project Title: Armed and Unarmed Security Service

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 5: Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 5, 3rd day of October, 2023.

Universal Protection Service LLC dba Allied Universal Security Services
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Sr. Regional Vice President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

1. The County must advise Consultants in the request for proposals of the number of days that Consultants will be required to honor their proposals. If an Consultant is not selected within 60 days of opening the proposals, any Consultant that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a Consultant be other than the manufacturer, the Consultant and not the County is responsible for contacting the manufacturer. The Consultant is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Consultant, Fulton County may procure the articles or services from another source and hold the Consultant responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

SPECIAL CONDITIONS

- a. Prior to the commencement of the project, the Consultant shall recommend and secure the County's written approval of project work activities and the methods to be used in accomplishing the work for the Project. Any changes deviating from the approved shall require re-approval by the County.
- b. The Consultant shall perform the service required to accomplish the work as stated. The Consultant shall meet with the County for review of the work on a regular monthly basis as determined by the County.
- c. The Consultant will be responsible for procuring and maintaining all licenses and permits required in the performance of the requested services.
- d. The Consultant shall not be compensated for any hours worked by any guard who is not in compliance with section 8, materials and equipment subsections B, C, D and E of this contract.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide the following services:

1. Security Services

- a. Operate x-ray screening machines, hand-held magnetometers, walk-through magnetometers (metal detectors) or some combination thereof and screen persons and their possessions for weapons and other unauthorized items.
- b. Operate a computerized; windows based security software system, closed circuit television monitors, intrusion alarm system, elevator control system and a computerized fire/life safety system.
- c. Conduct interior and exterior perimeter security foot patrols of facilities and vehicle patrol of county property.
- d. Control access to county buildings and property.
- e. Respond to intrusion detection alarms in county buildings at various sites in the County.
- f. Evacuate persons from county buildings as directed during emergencies.
- g. Detain and/or physically restrain persons.
- h. Conduct searches of persons and their possessions, vehicles and buildings/work areas.
- i. Check designated county buildings and property to determine that they are properly secured.
- j. Take relevant field notes and prepare legible, comprehensive security incident reports.
- k. Testify in court or other legal or administrative proceedings.
- l. Use hand held radios and appropriate codes and signals for security communications.
- m. Operate fire extinguishers and determine proper type extinguisher based on type fire encountered.
- n. Document and turn in found property.
- o. Use basic first aid techniques to assist persons choking, bleeding, with broken limbs, concussions or in shock. Perform emergency breathing and cardiopulmonary resuscitation (CPR) on persons in respiratory or cardiac arrest respectively.
- p. Write security reports of incidents requiring documentation.
- q. Perform other security duties as required.

Consultant will perform all duties in accordance with the requirements contained herein, the standard operating procedures of the Security Division, FCPD, and the General Orders of the FCPD, Fulton County Policy and applicable law. Such duties will be performed in a professional and businesslike manner such that Fulton County buildings are maintained in a secure condition and in a manner such as not to annoy, disturb, endanger, offend, or unreasonably interfere with and/or delay the operations, activities or any occupants of the premises. Consultant shall use his best efforts to coordinate and adjust his activities to the needs and requirements of the various users of County buildings.

2. Consultant's Staff

a. Prior to the commencement of contract services, the consultant shall provide the Security Division Commander, FCPD, with a list identifying all contract security personnel and their assigned shift and assigned work site.

b. The consultant agrees to provide the Security Division Commander, FCPD, with 48-hour prior notification before instituting any changes to shift and work site assignments.

c. The consultant shall provide and maintain, at all times, adequate necessary supplies and equipment to ensure the full and timely performance of the obligations and function of this contract.

d. The appearance of the employees shall be neat, clean and comply with the General Orders of the FCPD and the standard operating procedures of the Security Division, FCPD.

e. The conduct of the employees shall be courteous and consistently of the highest standards.

f. All contract security personnel shall work under the general operational control and supervision of the "ON DUTY" Security Watch Team Leader, Security Division, and FCPD for the applicable work shift.

g. Consultant shall ensure that no member of the security staff shall be allowed to work in excess of 60-hours per week at any time.

h. Consultant shall ensure the security staff neither solicits gratuities of any type for any reason.

i. The Consultant must immediately replace any employee that exhibits signs of alcohol and/or drug usage, or any other incapacitating agents. The Security Watch Team Leader, Security Division, FCPD will have the right to direct the Consultant to relieve and/or remove any employee suspected of drug and/or alcohol usage, such action will be at no additional cost to the County.

j. The Consultant will be responsible for hiring, training, testing and supervising all persons hired to perform screening functions and duties to ensure the personnel performing these duties possess the capability to do so.

k. The Consultant agrees to make available the Operation's and/or Branch Manager to accompany the Security Watch Team Leader, Security Division, FCPD or designee on periodic scheduled and unscheduled tours of the premises for which the Consultant is

responsible for security services.

3. Hiring Requirements

a. **Search consent:** The Consultant consents to reasonable search and/or inspection of the security staff employees, their employee lockers and their personal effects, such as tote bags, backpacks and handbags. The Consultant must advise all potential employees hired for security staff positions assigned to Fulton County, that consent to search and/or inspection of person, lockers and personal effects is a prerequisite to employment.

b. **Criminal history background check:** The Consultant must have all employees submit to a fingerprint based criminal history check conducted by the Fulton County Police Department prior to being assigned to any Fulton County post. The consultant will pay a fee to the Fulton County Police for each fingerprint based criminal history check conducted. Consultant must conduct additional criminal history checks of all employees working on this contract every six months. The Consultant must not hire, for assignment to Fulton County site(s), or allow to work on this contract, persons who have been convicted of any felony or misdemeanor violation involving theft or dishonesty. Violation of this provision will result in immediate removal of the employee in question. It may also be considered cause for immediate termination of the contract.

c. **Drug screening:** Consultant shall have all employees screened for illegal drug use by a licensed medical or drug screening laboratory prior to assignment to work on this contract. Consultant shall not assign any employee to work on this contract whose screening results indicate illegal drug use. Consultant shall also conduct a screening program for illegal drugs of employees assigned to work on this contract consisting of random, no notice screening on a monthly basis and resulting in all employees working on this contract being screened at least once each year during the period of this contract including option years. Any screening results indicating illegal drug use shall result in the immediate removal of Consultant's employee from work on this contract.

d. **Physical requirements and examination:** The Consultant must require physical examination of all employees as a prerequisite to employment. The examination must be performed at a medical center and/or hospital by a licensed, board certified physician. The physician must provide written certification that the employee is physically fit and capable to perform the assigned work. Employees working on this contract must not be color blind, possess at least 20/20 vision (use of corrective lenses is acceptable), able to run, including traversing at least 11 flights of stairs while running and have no speech impediments which inhibit clear, distinct speech. The physical examination shall not be less than what is required by Fulton County for its employees. The consultant will furnish proof of this examination prior to the employee reporting to work.

e. **Proof of citizenship:** The Consultant must require all prospective employees to provide proof of citizenship or proof from the United States Immigration and Naturalization Service of legal alien status, to include entry permit and work permits. Such proof must be color photocopied and maintained as a part of the employee's file.

f. **Education and literacy:** The Consultant must require a minimum education level of high school graduate, a general equivalency diploma or an armed services veteran with an honorable discharge or a general discharge under honorable conditions. Veterans of armed services with a dishonorable discharge, general discharge under other than honorable conditions, or a punitive discharge will not be acceptable to Fulton County. The Consultant must ensure that employees, hired for assignment to Fulton County site(s), are literate and capable of reading and understanding printed policy;

written and verbal orders; written and verbal training instructions and materials; and possess the ability to compose clear, succinct written reports that convey all required information.

g. **Employee records:** The Consultant must agree to the review of employee records by the Chief, FCPD or his designee upon request. The Consultant shall keep certain employee records on site at Fulton County. See paragraph seven of this specification, Records and Reports, for more detail.

h. **Driver's license:** Consultant must ensure all employees assigned to Fulton County shall be the holder of a valid Class C driver's license, which shall be in their possession throughout the term of this Contract. A good color copy of this license shall be kept in the employee's file on site at Fulton County.

i. **Private detective/private security guard license:** Applicable licenses and certifications in accordance with O.C.G.A. 43-38-7 for personnel practicing as Security Officers in Fulton County facilities or properties must be adhered to.

j. **Permit to carry firearm.** Armed Security Officers must possess a valid permit to carry a firearm as outlined in O.C.G.A 40-38-10.

k. **Removal of employee from contract.** In the event the Security Division Commander, Fulton County Police Department disapproves any employee hired by the Consultant for assignment under this contract, the Consultant shall remove the employee immediately upon verbal confirmation of the Security Division Commander. Fulton County will provide written confirmation of such notice to the Consultant's Site Manager within thirty-six (36) hours of receipt of a request from the Consultant.

5. Staffing Pattern

a. The Consultant is required to supply personnel in sufficient number as required to provide the service type and coverage as indicated herein, to include relief for lunch and rest breaks, at no additional cost to the County. Security officers' assigned shift and assigned work site will not be changed without prior approval of the Security Division Commander, FCPD.

b. The Consultant must maintain a contingency of security staff on an **"oncall basis"** sufficient to cover all no-shows.

c. Notice of any post for which there is a **"no show"** must be given to the FCPD Security Team Leader, immediately. A replacement must be provided within **two (2) hours** from initial notification at no additional cost to the County. All security staff utilized as replacements in the **"on-call"** pool must wear the same uniforms as required of regularly assigned staff members.

d. The use of security staff personnel from Consultant's other contractual obligations will not be allowed unless approved by the Security Division Commander, FCPD on a case-by-case basis.

e. In the event the Consultant fails to provide security staff in sufficient number to accomplish the above requirements, Fulton County will obtain alternative security coverage utilizing current Fulton County staff on an overtime basis, at the Consultant's expense via a credit for the cost of such alternative security coverage, specified in writing by the County, on the invoice for that period of service.

f. The Consultant agrees to provide additional security staff, on an as required basis at the same hourly and overtime rates bid. Additional service requirements will be provided to the Consultant either in writing or verbally by the Commander or the Operations Supervisor, Security Division, FCPD a minimum of eight (8) hours in advance. In the event of verbal notification, written confirmation will follow within 36 hours of verbal notification.

5. Management and Supervisory Staff

a. The Consultant must provide the following management and supervisory level staff. Fulton County reserves the right to approve/reject all management and supervisory level employees prior to start date on this contract.

(1) Account Manager. Shall work at the Fulton County Government Center Complex and be authorized to act for the Consultant in all matters pertaining to the Consultant's operations and activities pertaining to this contract. The Consultant must keep the Chief, FCPD or his designee apprised of the identity of the Account Manager at all times. The Account Manager will be responsible for proper staffing of security posts, as required by the FCPD; ensuring each member of the security staff is properly trained, equipped, attired in proper uniform and exhibits courteous and professional conduct at all times. The Account Manager assigned to Fulton County must have a minimum of two (2) years experience as an Account Manager. It is preferred that the Account Manager have at least an Associates Degree in Criminal Justice or a related field and hold current certification as a Certified Protection Professional (CPP). The Consultant must ensure the Account Manager has all administrative support on site necessary to accomplish his/her duties, to include a telephone and personal computer and printer at no additional cost to the County. The consultant will provide the Account Manager with an administrative assistant/assistant account manager to assist with administration of the account at no additional cost to the County. The administrative assistant/assistant account manager will also be stationed at the Fulton County Government Center during government center operating hours. The Account Manager will be provided with a cellular telephone at no additional cost to the County and said cellular telephone will have 24 hour access to email. Any work performed by the Account Manager in excess of the Staffing Plan Requirements attached thereon will be at no additional cost to the County.

(2) Security Supervisors. Security Supervisors must have a minimum of one (1) year of experience as a Security Officer. A Security Supervisor shall be assigned to each work shift at all County locations where there is three or more security officers working per shift. In addition, a senior Security Supervisor will be assigned to the Atlanta-Fulton County Central Library and the Fulton County Justice Center Complex to assist the Account Manager and manage all assigned security personnel. These supervisors will also interface with the Fulton County Library Security Coordinator and the Fulton County Sheriff's Department's Court Services Division Commander regarding security operations in these respective facilities. Security Supervisors will be responsible for assisting the Account Manager in the execution of his/her duties. Security Supervisors may function as Security Watch Supervisors for the county at large in the absence of a Fulton County Team Leader. Security Supervisors assigned shift and assigned work site will not be changed without prior approval of the Security Division Commander, Assistant Manager of FCPD Security, FCPD. Performance of administrative duties by the Consultant's Supervisory staff at a location other than their assigned Fulton County site shall be at no additional cost to the County. The Consultant agrees to utilize supervisory status employees in the performance of general security duties when it becomes necessary to meet the requirements stated herein. Relief breaks shall not be conducted by Security Supervisors, except under emergency circumstances and notification of said

circumstances should be made to the on duty Fulton County Security Team Leader. The Consultant shall assure that all supervisory personnel are Thoroughly familiar with weapon screening and other screening related activities. Security Team Leader

6. Training

1. The Consultant shall provide the training as required herein to all employees at no cost to the County. Any employee, who needs to be retrained, as determined by the County, shall receive such training from the Consultant at no cost to the County or, at the Consultant's option, shall be removed from work on the contract and replaced by an adequately trained employee. All training shall be documented and copies or training records indicating the employees name, date and subject trained shall be provided to the FCPD.

A. Basic Security Training. This training must be successfully completed by all employees prior to beginning work on this contract.

1. Armed & Unarmed Security Officer training (as applicable to assignment) programs mandated by the State of Georgia and the Rules and Regulations of the Georgia Board of Private Detective and Security Agencies (O.C.G.A. 43-38-10.1).
2. Public Relations.
3. Radio Communications.
4. Site specific equipment operating procedures.
5. Basic First Aid.
6. Cardiopulmonary Resuscitation (CPR).
7. Basic safety.
8. Patrol Operations.
9. Recognizing & Securing a Crime Scene.
10. Limitations of Authority as it apply to private security officers.
11. Effective Report Writing.
12. Selection and use of fire extinguishers.
13. Weapon Screening Procedures as detailed below.
14. Americans with Disabilities Act (ADA) familiarization as detailed below.
15. Site Orientation as detailed below.
16. Use of **Automated External Defibrillator (AED)**

B. Facility Training. The Consultant shall ensure each person assigned to a facility, prior to assignment to a post alone at that facility, undergoes site orientation/familiarization training that shall consist of a minimum twenty (20) hour training schedule. This shall include training on weapons screening procedures and use of screening equipment; evacuation procedures of the facility to which assigned; identification of key County employees and officials; applicable County and Department policies and the Standard Operating Procedures (SOP) of the Security Division, FCPD.

C. On-The-Job (OJT) Training. The Consultant shall have a formal OJT program for persons hired after contract start date. This training shall consist of a minimum forty (40) hour training schedule, in which a new hire will be paired with an employee who has a minimum of 6 months security experience, before being assigned to a security post alone. The employee's skills shall be evaluated during this period by a Team Leader and successful completion shall be documented in writing. In the event the Team Leader determines the new hire does not demonstrate the necessary knowledge, skills and/or ability, the Consultant must re-train or remove the employee.

D. In-Service Training. This training shall be successfully completed by allemployees working on contract, at no cost to the county, and shall include the following:

1. Quarterly and annually-- weapon screening procedures and use of screening equipment.
2. Quarterly -- evacuation procedures.
3. Annually -- CPR certification.
4. Annually -- ADA familiarization.
5. Annually -- use of force and arrest powers/authority of private security personnel.
6. Annually -- fire prevention and use of fire extinguishers.

E. Weapon Screening Procedures & Use of Screening Equipment. The Consultant must ensure all staff used to perform weapon screening functions are trained in proper screening techniques; physical inspections; use of metal detectors; and use of X-Ray systems as required by Fulton County and the State of Georgia. Training shall emphasize the need for courteous, cautious and efficient application of the weapon/contraband screening procedures and must be presented in a formal manner with ample opportunity for questions and answers. The Consultant must ensure that absolutely no security employee will perform any screening duties without successful completion of the following:

Prior to beginning work on this contract and at least once annually thereafter, all employees will receive formal classroom instruction covering the purpose and seriousness of the screening function. The Screening instructions shall include the following at a minimum:

- a. Guidelines for weapons and dangerous devices
- b. Guidelines and procedures for X-ray screening
- c. Guidelines and procedures for physical inspection
- d. Operation and radiation safety instructions for x-ray machine, walkthrough metal detector and hand-held metal detector in accordance with the Georgia Department of Human Resources Rules and Regulations for X-Rays 290-5-22, Rule 06, Paragraph(8)
- e. A video presentation of "**E-Scan Small Parcel Inspection**"
- f. Prior to beginning work on this contract and at least once quarterly thereafter, all employees will receive practical "hands on" training using the hand held magnetometer (hand wand), walk-through magnetometer and x-ray machine. Appropriate training aids will be used to ensure this training is realistic. County equipment and training aids, including the standard items of the FAA test kit, may be used for this training with prior coordination with the Commander, Security Division, FCPD.

G. ADA familiarization. This training shall consist of formal classroom instruction covering the topics listed below. The County Office of Disability Affairs can provide instructor training for the Consultant's training instructor(s) if needed, upon request.

- a. Definition of the Americans with Disabilities Act (ADA).

- b. Identification of the different titles covered by the Act (Title I, II, III, IV and V).
- c. Definition of "disability" under the ADA.
- d. Identification of five (5) disabilities covered by ADA.
- e. How the ADA affects employment practices (Title I highlights).
- f. How to work with an employee to arrive at a reasonable accommodation.
- g. Examples of reasonable accommodations.
- h. Identification of different methods for effective communication between persons with the following disabilities: Speech Impairment, Hearing Impairment or Deafness, Visual Impairment or Blindness, Limited Mobility (Wheelchair), HIV/AIDS and Mental Disability.
- i. How to screen a person in a wheelchair for weapons/unauthorized items.
- j. Identification of "working animals" and their access to public buildings under the ADA.
- k. What you should know about people with disabilities.

7. Records and Reports

- a. **Performance Records.** The Consultant must maintain, in the boundary of Fulton County, Georgia, all records and documents initiated in the performance of his obligations and functions under this contract for a minimum of thirty six (36) months following the date of termination of this contract.
- b. **Training Records.** Consultant must maintain a current and accurate record of training for each employee that reflects the date and type training received. Copies of such records must be maintained onsite. Training records must be maintained for a minimum period of ninety (90) days following termination of an employee. The Consultant shall provide copies of records of basic and site orientation training, results of background checks, vehicle drivers licenses, and results of drug screening to the Chief, FCPD or his designee prior to the assignment of Security Officers to work on this contract. The Consultant shall provide copies of in service and OJT training records to the Chief, FCPD or his designee following the conduct of such training. The Consultant is exempt from providing proof of the above records for Security Officers prior to their assignment on a "temporary, fill-in" basis. The County reserves the right to request any and all such records through the duration of this contract. A "temporary, fill-in" basis is defined as working at a Fulton County facility for no more than two (2) consecutive forty-hour work weeks.
- c. **Inspection/audit of consultant records.** All records and documents shall be subject to inspection and/or audit by Fulton County and/or its Agent at any time during the period for which they must be retained. Such inspections and/or audits shall be performed to determine the accuracy of direct cost invoices previously submitted. In the event Fulton County determines the existence of a discrepancy in the invoiced amount, offsetting adjustments in the payment, whether they are increases or decreases, shall be made to the Consultant by Fulton County or to Fulton County by the Consultant. At any time an audit or inspection reveals an overpayment(s) has occurred, the Consultant shall reimburse Fulton County the amount of the overpayment plus, the cost and expense of the inspection/audit.

d. **Employee Roster.** The Consultant shall provide to the Chief, FCPD or his designee, an Employee Roster listing the full names of each officer assigned to work for Fulton County under this contract. Updated rosters shall be provided as changes occur. Any violation of these provisions will be deemed a default by the County and shall entitle Fulton County to all remedies for default created herein and/or provided by law.

8. Materials and Equipment. Fulton County shall provide certain equipment and materials necessary for the Consultant to perform its service under the contract. The equipment and material includes, but is not limited to X-ray screening machines; walk-through magnetometers (metal detectors), handheld magnetometers (hand wands), megaphones (bullhorns), reflective vests, keys and incident report forms. The Consultant shall advise the Chief, Fulton County Police Department or his Designee, of any maintenance or repair needs of the equipment. The Consultant shall bear all risks of loss, damage or theft which occurs to such equipment while in use by the Consultant. Upon written notice from the County, specifying the amount of the loss, the consultant shall issue a credit in the amount of such loss on the next regularly issued invoice for the facility concerned.

Fulton County shall provide work space for use by the Consultant's Account Manager and Supervisory Personnel. The work space shall be large enough to accommodate two persons and shall be furnished with office furniture and telephone service, with local access capability only. Fulton County shall also allow use of a fax machine by the Consultant's Account Manager. The Consultant shall provide, install, operate, store and maintain in an acceptable condition, all uniforms, equipment, materials, fuel, and supplies necessary for the performance of the work required under this contract to include:

A. Vehicle. Two vehicles, minimum four cylinders, marked as company security vehicle to be used for security patrol and administrative travel in support of this contract. Vehicles will be marked on three sides including each passenger door and rear of trunk/tailgate. Vehicle marking will include the name of the consultant's company and the word "SECURITY" in at least six (6) inch block, reflective lettering. Vehicles must be insured, properly licensed and registered in the State of Georgia and be kept in safe and good operating condition. Vehicle insurance must cover all employees designated to drive this vehicle. Vehicle must be equipped with a two-way radio, as per the requirements stated in paragraph B, "Radios". paragraph, a hand operated spotlight mounted near the driver's door and a yellow strobe light mounted on the vehicle's roof.

B. Tracking Devices and Vehicles

The Consultant will provide three (3) tracking devices and three (3) vehicles. Three (3) armed security patrol officers will be assigned a tracking device to conduct patrols of eighteen (18) Libraries. The devices are used for tracking and monitoring the armed security patrol officers while conducting patrols of the eighteen (18) Libraries. The tracking devices are also used to communicate with the Fulton County Police Department Security Division to report emergency situations, daily reports, and to respond as needed for emergency occurrences at the Library facilities. A security vehicle is assigned to each patrol officer to conduct patrols. The vehicles are also used as a visual deterrent. This device helps the police officers while performing their rounds to each facility for security services.

C. Radios. One two-way for each security officer working, 800 MHZ TDMA " P25 Phase 2" base station radio capable of communicating with the radio system used by the Security Division, FCPD for use in the Fulton County Justice Center Complex Fire Control Center; one two-way, 800 MHZ TDMA "P25 Phase 2" radio capable of

communicating with the radio system used by the Security Division, FCPD, mounted in the Consultant's vehicle; and a minimum of one hand-held, two-way, 800 MHZ TDMA "P25 Phase 2" radio capable of communicating with the radio system used by the Security Division, FCPD for each on-duty security officer. The hand-held radios must have sufficient multi-unit battery chargers and at least two batteries for each radio to ensure capability for continued use. Each radio must be equipped with a shoulder microphone, ear piece (microphone) and a carrying case or belt clip for attachment to the Officer's belt. It is the responsibility of the consultant to pay the yearly maintenance fee (per radio) to Fulton County as well as any programming or maintenance costs. It is also the responsibility of the consultant to ensure that each radio works correctly with the Fulton County radio system used by the Security Division, FCPD.

D. Flashlight with **200** lumen capacity for each security officer working during hours of darkness.

E. Security officers will wear a **"hard"** or **"police"** type uniform. The Account Manager may wear a business suit or feminine equivalent, but must have a badge and identification for display and/or presentation, as necessary. Personnel must be equipped with the following uniform and accessory items:

1. Flashlight belt holder appropriate for use with the type flashlights used.
2. Radio carrying case or belt clip designed for attachment to the uniform trouser belt and appropriate for use with the type hand-held radio used.
3. Rain coat, orange police type with **"SECURITY"**: stenciled in one (1) inch, black, block letters across the front, right breast area; and in five (5) inch, black, block letters across the back of the raincoat. The raincoat must be equipped with eyelets over the front left breast area that will support a badge.
4. Hat, police type, with security hat badge for use in warm weather. The hat should provide protection to the officer's head and face from sunlight. The hat shall also have a removable plastic protective covering for use on the hat during wet weather.
5. Hat, police type insulated, with security hat badge for use in cold weather.
6. Gloves, insulated for use in cold weather.
7. Shirts, long and short sleeve uniform type for use during cold and hot weather. The short sleeve shirt shall be worn with an open collar pressed flat. The long sleeve shirt shall be worn with a tie. **"SECURITY"** insignia will be worn on each side of the shirt collar. Security officer's insignia shall be silver in color and supervisor's insignia shall be gold in color.
8. Tie, clip on type for use with long sleeve uniform shirt.
9. Company patches, must be sewn onto the shoulder sleeves of both shirts and the jacket.
10. Company security badge, must be worn on the uniform shirts; jacket; and raincoat. Security officer's badge shall be silver in color and supervisors badge shall be gold in color. As an alternative, a badge patch may be sewn on the jacket in lieu of the regular badge. A hat badge will be worn on each type hat.
11. Name plate shall contain the security officer's last name and must be worn on the

front right pocket of the uniform shirt (s) and the jacket. Security officer's nameplate shall be silver in color and Supervisor's nameplate shall be gold in color.

12. Jacket, police type with removable liner, zippered sides for access to radios and other equipment, and zippered front for use in cold weather. Jacket shall not have attached hood. Jacket shall have eyelets for attachment of badge over left breast pocket.

13. Metal buttons are optional, but if worn on the shirt or jacket, shall be silver in color for security officers and gold in color for supervisors.

14. Company picture identification (ID) card. This card shall contain at a minimum, a color photograph of the officer, the officer's printed name, the officer's signature, the printed name of the company, the printed name of the company president or other responsible person, the signature of this person and the date the ID card was issued by this person. The ID card will be attached with a clip to the right breast shirt pocket at all times.

15. The Consultant shall furnish each of their employees assigned to Fulton County appropriate seasonal and inclement weather uniforms, as specified above, prior to assignment for work on this contract. Employees must be attired in proper uniform at all times while on duty, as required by FCPD. The color of the uniform and particular items worn may vary by county facility location (i.e., Government Center Complex, Justice Center Complex and Atlanta-Fulton County Library System; work shift; and/or security post. Civilian clothing items or other unapproved uniform items will not be worn with the approved uniform. Uniforms must be approved by the FCPD prior to use; each bidder must submit the specifications of proposed uniform with the bid.

15. The consultant is responsible for ensuring that all equipment and/or weapons carried by contract security officers/supervisors at Fulton County Facilities and properties is authorized by this contract and is mechanically functional.

9. Transition of Service

Consultant must submit a plan describing how they intend to initiate operations. Fulton County desires this transition be accomplished within thirty (30) days after Notice of Award/Contract approval. Bidder must include details regarding training. Consultant must submit a plan for the continuation of services during a transfer of operations to the County and/or another Consultant in the event of Non-Renewal or Termination of the Contract

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The County has identified the following deliverables which are significant work products and/or milestones for this project. The County requires these deliverables be included but are not limited in the Statement of Work ("SOW").

1. The security consultant shall have all required personnel and equipment in place by January 01, 2010 at 12:01 a.m.
2. The Consultant shall provide security services to a level at which the entirety of the scope of work and all other portions of this contact are met at an acceptable level. Acceptable level is defined by the FCPD security division commander only.
3. The quality of security services shall be monitored and a quarterly evaluation will be completed by the FCPD security division commander.
4. When the quality of work or equipment is deemed to be not at an acceptable level the FCPD security division commander will notify the security consultant. Failure to raise the work or equipment to an acceptable level will result in this contract being breached and all contract penalties will be applied.

PROJECT SCHEDULE

1. This project lasts one calendar year with potentially 2 yearly renewals.
2. Failure to start this project by January 01, 2024 will result in a breach of contract and all contract penalties will apply.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$7,200,000.00 (Seven Million, Two Hundred Thousand Dollars and Zero Cents). The detailed costs are provided on following pages:

1. COST PROPOSAL

The Cost Proposal shall include current information and shall be arranged and include content as described below:

SECTION 1 - INTRODUCTION

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

NOTES TO PRICING – FULTON COUNTY

WAGE PLAN

To provide a flat bill rate for three-years as well as ensure we retain our officer pool, Allied Universal has built in wage increases for each contract year, for both billable and indirectly billed positions:

Billable Positions (Wage/hr)				Wage Increase (%)	
Positions	Base Year	Option Year 1	Option Year 2	OY1	OY2
Project Manager	\$ 33.66	\$ 34.67	\$ 35.71	3.00%	3.00%
Shift Supervisors	\$ 22.00	\$ 22.66	\$ 23.34	3.00%	3.00%
Security Officers	\$ 16.50	\$ 17.00	\$ 17.50	3.00%	3.00%
Armed Officers	\$ 20.50	\$ 21.12	\$ 21.75	3.00%	3.00%

Non-Billable Positions (Wage/hr)				Wage Increase (%)	
Positions	Base Year	Option Year 1	Option Year 2	OY1	OY2
AAM - Personnel	\$ 26.45	\$ 27.24	\$ 28.06	3.00%	3.00%
AAM - Trainer	\$ 26.45	\$ 27.24	\$ 28.06	3.00%	3.00%

- Overtime requests with less than 72 hours' notice to be billed at 1.5 times straight-time bill rates
- HELIAUS® billed at \$199/month per device
- Vehicle billed at \$1,500/month per vehicle, inclusive of lease, insurance, maintenance, fuel
- Bill rates not inclusive of sales tax
- Bill rates inclusive of the following items
 - Wage
 - Payroll Taxes – FICA, FUI, SUI, City-specific taxes
 - Insurances – WC, GLI
 - Medical – Health, dental, vision, life
 - Training – pre-assignment, on-the-job, refresher
 - Vacation coverage
 - Uniforms
 - Background checks and screenings
 - Firearms and related equipment
 - Other equipment and consumables
 - Direct Overhead 100% dedicated to Fulton County and no other Allied Universal accounts
 - Assistant Account Manager in charge of personnel
 - Assistant Account Manager in charge of training
 - Indirect Overhead//
 - Branch resources and local management, corporate systems and technology
 - Profit

SECTION 2 - COMPLETED COST PROPOSAL FORMS

The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 1 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.

REVISED

EXHIBIT 9

23RFP139745B-EC, Armed and Unarmed Security Services

Minimum Hourly Compensation (Pay) Rates

Fulton County has set the following minimum hourly pay rates due to the nature of the requested service, and the knowledge, experience and level of professionalism required to perform the work.

1. Account Manager	29.85 per hour
2. Security Supervisor (unarmed)	22.00 per hour
3. Security Officer	16.00 per hour
4. Security Officer (armed)	20.00 per hour

Additional Service Requirement Rates and Procedures

In the event additional service is necessary, the Consultant agrees to provide such additional service at the rate provided under this contract. In the event a request for additional service is provided with less than an eight (8) hour notice, an overtime rate of 1.5 times the regular rate shall apply.

Additional service requirements will be provided to the Account Manager by the Commander or Deputy Commander, Security Division, FCPD only. Requirements may be rendered verbally, but will be provided in writing no less than thirty-six (36) hours from time of verbal notification.

Invoicing

The Consultants work week must start on Sundays and end on Saturdays. All invoices must be submitted to FCPD Security Division every Monday for timely processing. The Consultant shall submit weekly invoices to the Fulton County Department of Finance. A separate invoice shall be prepared and submitted for each county facility. Each invoice shall indicate the purchase order number and contain the following information:

1. Name and address of facility for which service was provided
2. Period of service expressed in date form (i.e. 2-1-07 to 2-7-07).
3. Total service hours provided.
4. Total cost for service.
5. List each individual security post, service hours provided, billing rate (officer/supervisor/account manager, armed/unarmed and cost (for facilities with more than one security post).

Invoices for hours in excess of the standard service requirements established by the FCPD must contain a detailed explanation regarding charges. A separate invoice will be submitted for all additional service provided. In addition to containing the information listed above, additional service invoices must indicate "additional service", the event name as applicable and detailed explanation for the additional service.

Failure of Consultant to include the above information on each invoice will result in the invoice returned to the Consultant.

**REVISED
COST PROPOSAL FORMS
23RFP139745B-EC, Armed and Unarmed Security Services**

TOTAL SERVICE HOURS

Position Title	Weekly Hours		Billing Rate		Total Amount Weekly
PROJECT MANAGER	40	X	\$47.96	=	\$ 1,918.40
SHIFT SUPERVISORS	208	X	\$32.07	=	\$ 6,670.56
SECURITY OFFICERS	3,469.5	X	\$23.41	=	\$ 81,221.00
ARMED OFFICERS	1,478.5	X	\$29.93	=	\$ 44,251.51
TOTAL WEEKLY HOURS	5,196				
TOTAL WEEKLY COST					\$ 134,061.47
1.					
TOTAL ANNUAL COST (Total weekly cost x 52 weeks equals the total annual cost)					\$ 6,971,196.44
OTHER SERVICES	QUANTITY		MONTHLY RATE		TOTAL AMOUNT MONTHLY
Use of Tracking Devices	3		\$199.00		\$ 597.00
Use of Patrol Vehicles	3		\$1,500.00		\$ 18,000.00
TOTAL MONTHLY COST					\$ 18,597.00
2.					
TOTAL ANNUAL COST (Total monthly cost x 12 months equals the total annual cost)					\$ 25,164.00
BASE BID AMOUNT TOTAL					\$ 6,996,360.44

(Highlighted boxes numbers 1 and 2, the Total Annual Cost added together equals the BASE BID AMOUNT TOTAL)	\$6,996,360.44
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**REVISED
COST PROPOSAL FORMS
23RFP139745B-EC, Armed and Unarmed Security Services**

Provide the hourly and billing rates on the tables below for all position(s) the Proposer has identified that will be required for this project based on the Scope of Work.

HOURLY RATES

Proposer shall indicate proposed hourly wage rate as follows:

Position Title	Hourly Wage Rate
Account Manager	\$33.66 / \$34.67 / \$35.71
Security Supervisor (Unarmed)	\$22.00 / \$22.66 / \$23.34
Security Officer	\$16.50 / \$17.00 / \$17.50
Security Officer (Armed)	\$20.50 / \$21.12 / \$21.75

BILLING RATES

Proposer shall indicate proposed hourly billing rate as follows:

Position Title	Hourly Billing Rate
Account Manager	\$47.96
Security Supervisor (Unarmed)	\$32.07
Security Officer	\$23.41
Security Officer (Armed)	\$29.93

EXHIBIT F

PURCHASING FORMS

COMPANY RESOLUTION

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
UNIVERSAL PROTECTION SERVICE, LLC**
October 3, 2023

The undersigned being the sole member of Universal Protection Service, LLC, a Delaware limited liability company ("Company"), hereby takes the following action by written consent in lieu of a meeting pursuant to Section 18-302 of the Delaware Limited Liability Company Act, and adopts the following resolutions and consents to the filing of this written consent ("Consent") in the minute book of the Company as of the date above written.

RESOLVED, that the following employee of the Company, Paul M. Stab, Sr. Regional Vice President, be, and he hereby is, authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

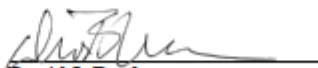
Request for Proposal #23RFP139745B-EC Armed and Unarmed Security Services for Fulton County Police Department, Issued by Fulton County, Georgia on September 1, 2023,

including without limitation, executing and delivering in the Company's name and on its behalf proposals, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Paul M. Stab in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

UNIVERSAL PROTECTION SERVICE, LLC
By: Universal Protection Service, LP, sole member
By: Universal Protection GP, Inc., general partner of
Universal Protection Service, LP

By: 
David I. Buckman
Secretary

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Universal Protection Service, LLC d/b/a Allied Universal@ Security Services on behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

271562945

EEV/Basic Pilot Program* User Identification Number
UniversalProtection Service, LLC d/b/a Allied Universal

BY: Authorized Officer of Agent (Insert Contractor Name)
Paul Stab

Title of Authorized Officer or Agent of Contractor
Senior Regional Vice President

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4 day of October, 2023

Notary Public: Kyle Smith

County: Dekalb

Commission Expires: 1-10-2026

[Signature]



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP139745B-EC
Armed and Unarmed Security Services

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 3rd day of October, 2023

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

(Legal Name of Proponent) (Date)

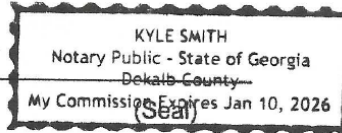
[Signature] 10-3-2023
(Signature of Authorized Representative) (Date)

Senior Regional Vice President
(Title)

Sworn to and subscribed before me,

This 4 day of October, 2023

[Signature]
(Notary Public)



Commission Expires 1-10-2026
(Date)



#23RFP139745B-EC
Armed and Unarmed Security Services

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Allied Universal behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

793921

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President - Safeguard Security Solutions LLC

Title of Authorized Officer or Agent of Subcontractor

Michael Randall

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 27 day of September, 2013

(Notary Public)

(Seal)



Commission Expires: May 12, 2025 (Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP139745B-EC
Armed and Unarmed Security Services

Form C: Offeror's Disclosure Form And Questionnaire

ALLIED UNIVERSAL®

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please see Form C Attachment

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Allied Universal® has been providing quality security services and highly trained personnel since 1957 to clients in a wide range of industry sectors. We provide proactive security services and cutting-edge smart technology to deliver evolving, tailored solutions that allow our clients to focus on their core business. Building the world's best services company, we continue to expand our footprint and infrastructure on a global and local level. In North America, we operate our business under the existing Allied Universal® brand, and our international business operates under the G4S brand. Today we provide services in more than 100 countries with an experienced team of approximately 750,000 employees and over 1,400 local offices each focused on delivering on our promise: keeping people safe so our communities can thrive. We believe there is no greater purpose than serving and safeguarding customers, communities, and people.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

NOTHING TO DISCLOSE

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO Please see Form C Attachment

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO Please see Form C Attachment

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO Please see Form C Attachment

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 3rd day of October, 2023

Universal Protection Service, LLC d/b/a
Allied Universal® Security Services 10-1-23

(Legal Name of Proponent) (Date)

Paul M. St. 10-3-23

(Signature of Authorized Representative) (Date)

Senior Regional Vice President

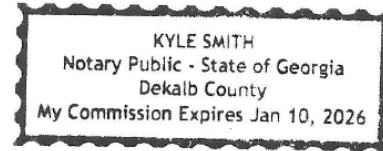
(Title)

Sworn to and subscribed before me,

This 4 day of October, 2023

KC

(Notary Public) (Seal)



Commission Expires 1-10-2026

(Date)

#23RFP139745B-EC
Armed and Unarmed Security Services

OFFEROR'S DISCLOSURE FORM C ATTACHMENT

Question #1

Universal Protection Service, LLC (the "Offeror") is a Delaware limited liability company. As such, the business and affairs of the Offeror are managed by its sole member, Universal Protection Service, LP (the "Sole Member"). The Sole Member holds 100% of the ownership interest in the Offeror. The Sole Member's business address is: 450 Exchange, Irvine, CA 92602.

The Sole Member has determined that it is in the best interests of the Offeror to appoint Officers to carry out the day-to-day administration of the Offeror. Duties of the Officers include, but are not limited to, the preparation, execution and delivery of agreements, documents, supplements and instruments.

The Offeror's Officers are as follows:

NAME	BUSINESS ADDRESS	TITLE	OWNERSHIP INTEREST IN OFFEROR
Steven S. Jones	450 Exchange, Irvine CA 92602	President & CEO	0%
Timothy E. Brandt	450 Exchange, Irvine CA 92602	Treasurer & CFO	0%
David I. Buckman	161 Washington Street, Suite 600, Conshohocken, PA 19428	Executive VP, General Counsel & Secretary	0%
Michael Smidt	8950 Cal Center Drive, #115, Sacramento, CA 95826	COO- West	0%
Drew Levine	1395 University Boulevard, Jupiter, FL 33458	COO- East	0%
Robert Wood	1395 University Boulevard, Jupiter, FL 33458	Florida Regional President	0%
Brian Webber	303 East Wacker Drive, Suite 1500, Chicago, IL 60601	Midwest Regional President	0%

NAME	BUSINESS ADDRESS	TITLE	OWNERSHIP INTEREST IN OFFEROR
Caress Kennedy	501 Seventh Avenue, 6 th Floor, New York, NY 10018	Northeast Regional President	0%
DelMar Laury	4600 Marriott Drive, Suite 510, Raleigh, NC 27612	Southeast Regional President	0%
Eric McGarty	801 S. Fidalgo Street, Suite 200, Seattle, WA 98108	Northwest Regional President	0%
Gene Kuyrkendall	1395 University Boulevard, Jupiter, FL 33458	Regulated Security Solutions (RSS) President	0%
Jose Ubieta	1617 JFK Boulevard, Suite 960, Philadelphia, PA 19103	Mid-Atlantic Regional President	0%
Steven Claton	450 Exchange, Irvine CA 92602	Southwest Regional President	0%
Tracy Fuller	161 Washington Street, Suite 600, Conshohocken, PA 19428	President, Government Services	0%
Nancy R. Peterson	161 Washington Street, Suite 600, Conshohocken, PA 19428	Assistant Secretary	0%

Question #2

NOT A LEGAL QUESTION

Question #3

NOTHING TO DISCLOSE

LITIGATION DISCLOSURE**Question #1(a)**

Answer "NO"

Question #1(b)

Answer "NO"

Question #1(c)

Answer "YES"

The Offeror's business has never been the subject of a criminal proceeding. Like any vendor, the Offeror is subject to routine civil litigation in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims. There is no ongoing civil litigation or like legal proceeding that would have a materially adverse impact on Allied Universal its operations or its financial condition; nor, to our best knowledge, information and belief, is any such civil litigation or like legal proceeding pending or threatened.

Question #2

Answer "NO"

Question #3

Answer "NO"

Question #4

Answer "YES"

During the last three (3) years, neither Offeror nor any member of Offeror's firm or team has been involved in any claim or litigation adverse to Fulton County. To Offeror's best knowledge, information and belief, during the last three (3) years, neither Offeror nor any member of Offeror's firm or team has been involved in any claim or litigation in which a federal, state or local government is the opposing party. However, from time to time, a federal, state or local government is a co-defendant along with Offeror in a civil lawsuit filed by a private party. Like any vendor, the Offeror is subject to routine civil litigation filed by private parties in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims. There is no ongoing civil litigation or like legal proceeding that would have a materially adverse impact on Allied Universal its operations or its financial condition; nor, to our best knowledge, information and belief, is any such civil litigation or like legal proceeding pending or threatened.

Question #5

Answer "YES"

Within the last five (5) years, neither the Offeror nor any officer or any member of Offeror's team (with respect to any matter involving the business practices or activities of his or her employer) has

been notified that any of them are the target of a criminal investigation or grand jury investigation. We are uncertain as to the meaning of the term "civil enforcement proceeding" as used in Question #5. In the interests of full disclosure, Offeror is subject to routine audits, investigations and inspections in the ordinary course of its business by a variety of governmental agencies, such as the state tax agencies, OSHA, OEO, state and local licensing agencies, as well as other agencies. From time to time these investigations have resulted in findings, violations or fines that have not had a materially adverse impact on Offeror, its operations or its financial condition.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 3rd day of October, 2023

Universal Protection Service, LLC d/b/a
Allied Universal® Security Services 10-1-23
(Legal Name of Proponent) (Date)

[Signature] 10-3-23
(Signature of Authorized Representative) (Date)

Senior Regional Vice President
(Title)

Sworn to and subscribed before me,

This 4 day of October, 2023

[Signature]
(Notary Public) (Seal)



Commission Expires 1-10-2026
(Date)

#23RFP139745B-EC
Armed and Unarmed Security Services

AFFIDAVIT


AFFIDAVIT

Reference is made to Section 1 Paragraph 3.6 Section 9(d) of the Request for Proposal #23RFP139745B-EC, Armed and Unarmed Security Services for Fulton County Police Department, Issued by Fulton County, GA ("RFP").

I, David I. Buckman, being duly sworn, hereby state as follows:

- I currently serve as Executive Vice President, General Counsel and Secretary of Universal Protection Service, LLC d/b/a Allied Universal Security Services, which is submitting herewith a proposal in response to the RFP ("Proposer"). I have held that position since August 1, 2016.
- Proposer's predecessor-in-interest was Security Forces, Inc. ("SFI"), a North Carolina corporation incorporated on March 1, 1949.
- On July 20, 2011, SFI was acquired by a company in the Allied Universal group, Universal Services of America, Inc., which is now known as Universal Services of America, LP ("USA").
- After the aforementioned acquisition, SFI was converted to a Delaware limited liability company under the name of "Security Forces, LLC" on October 25, 2011.
- On July 11, 2012, the Certificate of Formation of Security Forces, LLC was amended to change its name to "Universal Protection Service, LLC," the name by which Proposer is now known.
- Since July 20, 2011, neither SFI nor the Proposer has filed petitions for federal bankruptcy or state insolvency.
- I am without sufficient knowledge and information about the affairs of SFI prior to its acquisition by USA to state whether SFI ever filed petitions for federal bankruptcy or state insolvency prior to July 20, 2011.
- I make this Affidavit based on my personal knowledge, which is from my years of experience overseeing the corporate matters of the Proposer.

I certify that: (1) I am authorized to make the representations contained herein; and (2) all statements contained in this Affidavit are true and correct, to my personal knowledge.

Date: Oct 3, 2023


Signature
David I. Buckman
Executive Vice President, General Counsel and Secretary of
Universal Protection Service, LLC d/b/a Allied Universal
Security Services;

STATE OF Pennsylvania
COUNTY OF MONTGOMERY
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 3rd DAY OF OCTOBER, 2023
BY DAVID I. BUCKMAN
Donna M. Griffith
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
DONNA M GRIFFITH - Notary Public
Montgomery County
My Commission Expires November 18, 2024
Commission Number 1301962

SAFEGUARD SECURITY SOLUTIONS, LLC

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Michael Randall
245 Country Club Drive, Suite 200 F
Stockbridge, Georgia 30281

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Security guard services for the Federal government, City of Atlanta, Local government and Commercial buildings.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee, agent or representative has had any business relationship with Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

#23RFP139745B-EC
Armed and Unarmed Security Services

Circle One:

YES

NO

- 5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Universal Prype text here

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

#23RFP139745B-EC
Armed and Unarmed Security Services

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 27th day of September, 2023

Safeguard Security Solutions LLC 9/27/2023
(Legal Name of Proponent) (Date)

 9/27/2023
(Signature of Authorized Representative) (Date)

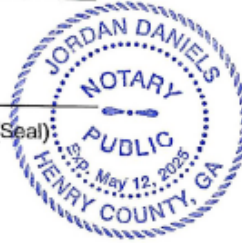
President
(Title)

Sworn to and subscribed before me,

This 27th day of September, 2023

(Notary Public)

(Seal)



Commission Expires May 12, 2025
(Date)

#23RFP139745B-EC
Armed and Unarmed Security Services



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

ALLIED UNIVERSAL®

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Universal Protection Service, LLC d/b/a Allied Universal® Security Services

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: Georgia Board of Priv Detective / Sec. Agency Company - Security

Professional License Number: PSC002698

Expiration Date of License: 06/30/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Board of Priv Detective / Sec. Agency
Company - Security
LICENSE NO. PSC002698

Allied Universal Security Services
1899 Powers Ferry Road Ste 100
Atlanta GA 30339

EXP DATE - 06/30/2025
Active

RFP139746B-EC
Security Services

SAFEGUARD SECURITY SOLUTIONS, LLC

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Safeguard Security Solutions LLC

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Company - Security

Professional License Number: PSC002140

Expiration Date of License: 6/30/2025

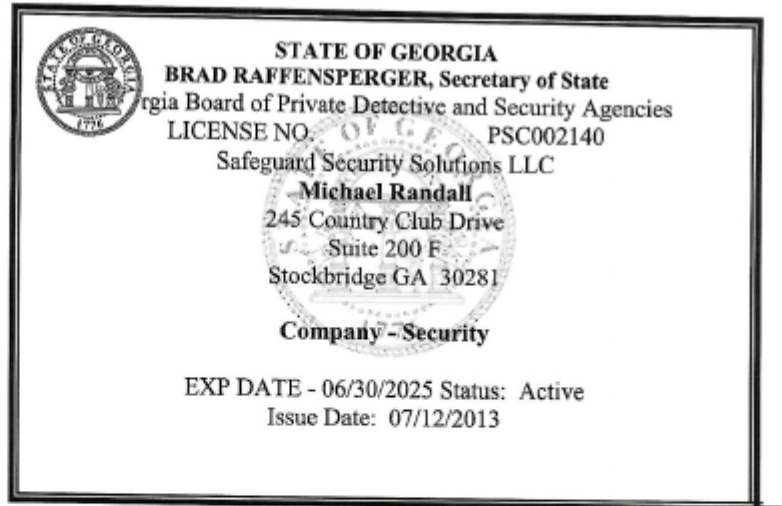
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date: 9/27/2023

(ATTACH COPY OF LICENSE)

#23RFP139745B-EC
Armed and Unarmed Security Services



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
 Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
 Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.
 Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

Safeguard Security Solutions LLC
 245 Country Club Drive
 Suite 200 F
 Stockbridge GA 30281



Form E: Local Preference Affidavit Of Bidder/Offeror

STATE OF GEORGIA

COUNTY OF FULTON

Form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Universal Protection Service, LLC d/b/a Allied Universal Security Service is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(BUSINESS NAME)

3355 Lenox Road NE, Suite
#300, Atlanta, Georgia 30326

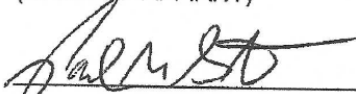
(FULTON COUNTY BUSINESS ADDRESS)

Senior Regional Vice President

(OFFICIAL TITLE OF AFFIANT)

Paul Stab

(NAME OF AFFIANT)



(SIGNATURE OF AFFIANT)

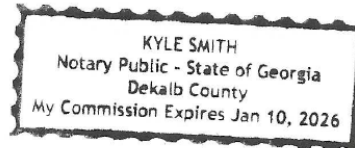
Sworn to and subscribed before me,

This 4 day of October, 2023



(Notary Public)

(Seal)



Commission Expires: 1-10-2026 (Date)

#23RFP139745B-EC
Armed and Unarmed Security Services

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA
COUNTY OF FULTON

Form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror N/A text here is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(BUSINESS NAME)

Not Applicable

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 4 day of October, 2023

[Signature]
(Notary Public) (Seal)



Commission Expires: 1-10-2026
(Date)

#23RFP139745B-EC
Armed and Unarmed Security Services

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS



CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

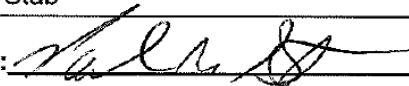
EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Paul Stab),
Name
Universal Protection Service, LLC d/b/a
Senior Regional Vice President Allied Universal® Security Services
Title Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Paul Stab **TITLE:** Senior Regional Vice President

SIGNATURE: 

ADDRESS: 3355 Lenox Road NE, Suite #300, Atlanta, Georgia 30326

PHONE NUMBER: 856.264.0249 **EMAIL:** Paul.Stab@aus.com

#23RFP139745B-EC
Armed and Unarmed Security Services



EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

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

Prime Bidder/Proposer Company Name Security Services
ARMED AND UNARMED SECURITY SERVICES For FULTON
ITB/RFP Name & Number: COUNTY POLICE DEPARTMENT #23RFP139745b-EC

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT**, is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
- Male or Female (Check the appropriate boxes).

Type text here

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 770,564.00 Or %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)	Safeguard Security Solutions	(b.)	
% of JV	11.0%	% of JV	
Ethnicity	ASIAN AMERICAN	Ethnicity	
Gender	M.M	Gender	
Certified (Y or N)	Yes (Y)	Certified (Y or N)	
Agency	COUNTY OF FULTON, GA	Agency	
Date Certified	Sept 27, 2023	Date Certified	

#23RFP139745B-EC
 Armed and Unarmed Security Services

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

770,564.00

Total Percentage of Certified Subcontractors: (%)

11.0 %

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: _____ **Title:** Senior Regional Vice President
 Universal Protection Service, LLC d/b/a Allied Universal® Security
Business or Corporate Name: Services _____

Address: 3355 Lenox Road NE, Suite #300, Atlanta, Georgia 30326

Telephone: () 856.264.0249 _____

Fax Number: () N/A _____

Email Address: Paul.Stab@aus.com _____

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

#23RFP139745B-EC
 Armed and Unarmed Security Services

Printed Signature: 

Date: 10-3-2023

#23 RFP139745B-EC
Armed and Unarmed Security Services

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Security Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

-

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT – Each Accident	\$500,000
Employer's Liability Insurance	BY DISEASE - Policy Limit	\$500,000
Employer's Liability Insurance	BY DISEASE - Each Employee	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operations	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
--	-----------------	-------------

4. UMBRELLA LIABILITY

Umbrella Liability (In excess of above noted coverage)	Per Occurrence/Aggregate	\$2,000,000/\$2,000,000
---	-----------------------------	-------------------------

5. PROESSIONAL LIABILITY	Occurrence/Aggregate	\$2,000,000/\$3,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance
Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement,

but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

- Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

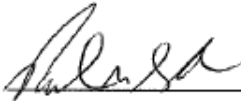
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

-

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.



Universal Protection Service,
LLC d/b/a Allied Universal®
COMPANY: Security Services SIGNATURE: 

NAME: Paul Stab TITLE: Senior Regional Vice President

DATE: 10-3-2023

#23RFP139745B-EC
Armed and Unarmed Security Services



Allied Universal® Insurance
Armed and Unarmed Security Services
Request for Proposal #23RFP139745B-EC
For Fulton County Police Department

Presented to:

Ms. Elsa D. Castro

Fulton County Government
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, GA 30303
Email: Elsa.Castro@FultonCountyGa.gov

Submitted by:

Paul M. Stab

Sr. Regional Vice President
Allied Universal® Security Services
3355 Lenox Road NE | Suite #300 | Atlanta, Georgia 30326
C: 856.264.0249 | paul.stab@aus.com



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COMPANY RESOLUTION

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
UNIVERSAL PROTECTION SERVICE, LLC**
October 3, 2023

The undersigned being the sole member of Universal Protection Service, LLC, a Delaware limited liability company ("Company"), hereby takes the following action by written consent in lieu of a meeting pursuant to Section 18-302 of the Delaware Limited Liability Company Act, and adopts the following resolutions and consents to the filing of this written consent ("Consent") in the minute book of the Company as of the date above written.

RESOLVED, that the following employee of the Company, Paul M. Stab, Sr. Regional Vice President, be, and he hereby is, authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

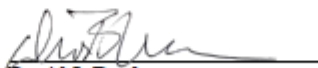
Request for Proposal #23RFP139745B-EC Armed and Unarmed Security Services for Fulton County Police Department, Issued by Fulton County, Georgia on September 1, 2023,

including without limitation, executing and delivering in the Company's name and on its behalf proposals, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Paul M. Stab in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

UNIVERSAL PROTECTION SERVICE, LLC
By: Universal Protection Service, LP, sole member
By: Universal Protection GP, Inc., general partner of
Universal Protection Service, LP

By: 
David I. Buckman
Secretary



AGENCY CUSTOMER ID: CN118025105
 LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Excess Workers' Compensation
 Policy No.: RWE943548206
 Insurer: XL Specialty Insurance Company
 Effective Dates: 1/1/2022 - 1/1/2023
 Limit:
 Employers Liability Each Accident: \$1,000,000
 Employers Liability Disease-Policy Limit: \$1,000,000
 Employers Liability Disease-Each Employee: \$1,000,000
 SIR: \$1,000,000

Crime
 Policy No.: 01-456-75-71
 Insurer: National Union Fire Insurance Co.
 Effective Dates: 08/15/2022 - 08/15/2023
 Limit:
 Employee Theft or Dishonesty: \$2,000,000
 Clients' Property: \$2,000,000
 Deductible: \$1,000,000

Contractors Pollution Liability
 Policy No.: CPO13303734
 Insurer: Commerce and Industry Insurance Company
 Effective Dates: 11/01/2021 - 11/01/2023
 Limit: \$5,000,000
 Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

ACORD 101 (2008/01)

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POLICY NUMBER: RAD943781805

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

XIC 414 1013
 VHAR 02/01/2021

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Page 1 of 1



POLICY NUMBER: RAD943781805

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC
Endorsement Effective Date: January 1, 2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RES943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

EXCESS GENERAL LIABILITY POLICY

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance e shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

MANUS

ENDORSEMENT #24

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RE5943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

MANUS



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Allied Universal Topco, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001203-06

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Named Insured:

Allied Universal Topco LLC

Additional Named Insured:

Adesta LLC
 Advent Systems, LLC
 Advent Systems, LLC, dba Allied Universal
 Technology Services
 Allied Security Holdings LLC
 Allied Universal Compliance and Investigations,
 Inc.
 Allied Universal Compliance and Investigations,
 Inc., fka G4S Compliance & Investigations, Inc.
 Allied Universal Executive Protection and
 Intelligence Services, Inc.
 Allied Universal Finance Corporation
 Allied Universal Holdco LLC
 Allied Universal Risk Advisory and Consulting
 Services, Inc.
 Allied Universal Sideco, LLC
 AlliedBarton (NC) LLC
 AlliedBarton (NC) LLC, dba Allied Universal
 Security Services
 AlliedBarton Security Services LLC
 AlliedBarton Security Services LLC, dba Allied
 Universal Security Services
 AMAG Technologies, Inc.
 American Security Programs, Inc.
 Central Defense Services, LLC
 ERM LLC
 ERM of America, LLC
 FJC Security Services, Inc.
 FJC Security Services, Inc., dba Allied Universal
 Security Services
 G4S Holding One LLC
 G4S Retail Solutions (Canada) Inc.
 G4S Retail Solutions (USA) Inc.
 G4S Secure Integration LLC
 G4S Secure Integration LLC dba Allied
 Universal Technology Services
 G4S Secure Solutions International Inc.
 G4S Secure Solutions (USA) Inc.
 G4S Secure Solutions (USA) Inc., dba Allied
 Universal
 G4S Technology Software Solutions LLC
 Intelligent Access Systems of North Carolina,
 LLC
 Intelligent Access Systems of North Carolina,
 LLC, dba Allied Universal Technology Services
 Intelligent Access Systems of North Carolina,
 LLC, dba Securadyne Systems Mid-Atlantic
 Michael Stapleton Associates, Ltd.

Michael Stapleton Associates, Ltd., dba MSA
 Security
 Millard Mall Services Holdco LLC
 MSA Investigations, Inc.
 MSA Security, Inc.
 MSA Security Canada Limited
 MSA Security Limited
 NAKI Cleaning Services, LLC
 Peoplemark, Inc.
 RONCO Consulting Corporation
 SecurAmerica, LLC
 Securadyne Systems Intermediate LLC
 Securadyne Systems Intermediate LLC, dba
 Allied Universal Technology Services
 Securadyne Systems Texas LLC
 Securadyne Systems Texas LLC, dba Allied
 Universal Technology Services
 SFI Electronics, LLC
 SFI Electronics, LLC, dba Allied Universal
 Security Systems
 SFI Electronics, LLC, dba Allied Universal
 Technology Services
 SFI Electronics, LLC, dba Universal Protection
 Security Systems
 SOS Security LLC
 SOS Security LLC, dba Allied Universal Risk
 Advisory and Consulting Services
 SOS Security LLC, dba Allied Universal Security
 Services
 Spectaguard Acquisition LLC
 Staff Pro Inc.
 Staff Pro Inc., dba Allied Universal Event
 Services
 Titania Insurance Co. of America
 TMG Facilities Management, LLC
 U.S. Security Associates Holding Corp.
 Universal Building Maintenance, LLC
 Universal Building Maintenance, LLC, dba Allied
 Universal Janitorial Services
 Universal Building Maintenance, LLC, dba Allied
 Universal Landscaping Services
 Universal Protection GP, Inc.
 Universal Protection Security Systems, LP
 Universal Protection Security Systems, LP, dba
 Allied Universal Security Systems
 Universal Protection Security Systems, LP, dba
 Allied Universal Technology Services
 Universal Protection Service of Canada
 Corporation
 Universal Protection Service of Canada
 Corporation, dba Allied Universal Security
 Services of Canada

Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service of Seattle, LLC
Universal Protection Service of Seattle, LLC,
dba Allied Universal Security Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
USAGM Acquisition, LLC

SECTION 7: INSURANCE AND RISK MANAGEMENT PROVISIONS

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Security Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT – Each Accident	\$500,000
Employer's Liability Insurance	BY DISEASE - Policy Limit	\$500,000
Employer's Liability Insurance	BY DISEASE - Each Employee	\$500,000

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Armed and Unarmed Security Services

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operations	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
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4. UMBRELLA LIABILITY

Umbrella Liability (In excess of above noted coverage)	Per Occurrence/Aggregate	\$2,000,000/\$2,000,000
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5. PROESSIONAL LIABILITY	Occurrence/Aggregate	\$2,000,000/\$3,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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 Armed and Unarmed Security Services

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance
 Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement,

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 Armed and Unarmed Security Services

but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

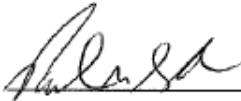
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

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Armed and Unarmed Security Services



Universal Protection Service,
LLC d/b/a Allied Universal®
COMPANY: Security Services SIGNATURE: 
NAME: Paul Stab TITLE: Senior Regional Vice President
DATE: 10-3-2023

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Armed and Unarmed Security Services





Fulton County

Legislation Details

File #: 23-0829 **Version:** 1 **Name:**
Type: CM Action Item - Justice and Safety **Status:** Agenda Ready
File created: 10/23/2023 **In control:** Board of Commissioners
On agenda: 11/15/2023 **Final action:**
Title: Request approval of a recommended proposal - Police Department, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed \$7,200,000.00 with Universal Protection Services dba Allied Universal Security Services (Atlanta, GA) to provide armed and unarmed security services for various County departments. Effective January 1, 2024, through December 31, 2024, with two renewal options.

Sponsors:
Indexes:
Code sections:
Attachments: 1. Exhibit 1 - Evaluation Committee Recommendation Letter, 2. Exhibit 2 - Contractor Performance Report

Date	Ver.	Action By	Action	Result
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC	NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation
 Policy No.: RWE943548208
 Insurer: XL Specialty Insurance Company
 Effective Dates: 1/1/2024 - 1/1/2025
 Limit:
 Employers Liability Each Accident: \$1,000,000
 Employers Liability Disease-Policy Limit: \$1,000,000
 Employers Liability Disease-Each Employee: \$1,000,000
 SIR: \$1,000,000

Crime
 Policy No.: 03-824-02-02
 Insurer: National Union Fire Insurance Co.
 Effective Dates: 08/15/2023 - 08/15/2024
 Limit:
 Employee Theft or Dishonesty: \$2,000,000
 Clients' Property: \$2,000,000
 Deductible: \$750,000

Contractors Pollution Liability
 Policy No.: CPO13303734
 Insurer: Commerce and Industry Insurance Company
 Effective Dates: 01/01/2023 - 01/01/2025
 Limit: 5,000,000
 Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

Named Insured:

Allied Universal Topco LLC

Additional Named Insured:

Adesta LLC
Advent Systems, LLC
Advent Systems, LLC, dba Allied Universal Technology Services
Allied Universal Compliance and Investigations, Inc.
Allied Universal Compliance and Investigations, Inc., fka G4S Compliance & Investigations, Inc.
Allied Universal Event Services, Inc.
Allied Universal Executive Protection and Intelligence Services, Inc.
Allied Universal Executive Protection and Intelligence Services, Inc. f/k/a AS Solution North America, Inc.
Allied Universal Finance Corporation
Allied Universal Holdco LLC
Allied Universal Risk Advisory and Consulting Services, Inc.
Allied Universal Risk Advisory and Consulting Services, Inc. f/k/a Andrews International Government Services, Inc.
Allied Universal Sideco, Inc.
AlliedBarton (NC) LLC
AlliedBarton (NC) LLC, dba Allied Universal Security Services
AMAG Technology, Inc.
American Security Programs, Inc.
Clean Sweep Building Services, LLC
FJC Security Services, Inc.
FJC Security Services, Inc., dba Allied Universal Security Services
G4S Holding One LLC
G4S Retail Solutions (Canada) Inc.
G4S Retail Solutions (Canada) Inc. dba Deposita, an Allied Universal Company
G4S Retail Solutions (USA) Inc.
G4S Retail Solutions (USA) Inc., dba Deposita, an Allied Universal Company
G4S Secure Integration LLC
G4S Secure Integration LLC dba Allied Universal Technology Services
G4S Secure Solutions International Inc.
G4S Secure Solutions (Puerto Rico) Inc.
G4S Secure Solutions (USA) Inc.
G4S Secure Solutions (USA) Inc., dba Allied Universal
G4S Technology Software LLC
Guardsmark (Puerto Rico), LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
Intelligent Access Systems of North Carolina, LLC
Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
Michael Stapleton Associates, Ltd.
Michael Stapleton Associates, Ltd., dba MSA Security
MSA Investigations, Inc.
MSA Security Canada Limited
MSA Security Limited
MSAS Parent Inc.
Naki Cleaning Services, LLC
Peplemark, Inc.
RONCO Consulting Corporation
Securadyne Systems Intermediate LLC
Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
Securadyne Systems Texas LLC
Securadyne Systems Texas LLC, dba Allied Universal Technology Services
SFI Electronics, LLC
SFI Electronics, LLC, dba Allied Universal Security Systems
SFI Electronics, LLC, dba Allied Universal Technology Services
SFI Electronics, LLC, dba Universal Protection Security Systems
SOS Security LLC
SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
SOS Security LLC, dba Allied Universal Security Services
Spectaguard Acquisition LLC
Staff Pro Inc.
Staff Pro Inc., dba Allied Universal Event Services

Titania Insurance Co. of America
U.S. Security Associates Holding Corp.
Universal Building Maintenance, LLC
Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
Universal Building Maintenance, LLC, dba Allied Universal Landscaping Services
Universal Group Holdings LLC
Universal Protection GP, Inc.
Universal Protection Security Systems, LP

Universal Protection Security Systems, LP, dba
Allied Universal Security Systems
Universal Protection Security Systems, LP, dba
Allied Universal Technology Services
Universal Protection Service of Canada
Corporation
Universal Protection Service of Canada
Corporation, dba Allied Universal Security
Services of Canada
Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
UPSH Inc.
USA GP Sub LLC
USA Intermediate, Inc.
USAGM Acquisition, LLC
Vance Executive Protection, Inc.
Vance International Consulting, Inc.

POLICY NUMBER: RAD943781807

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943781807

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: January 1, 2024</p>
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SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective on 01/01/2024 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799404 of the INDIAN HARBOR INSURANCE COMPANY
Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim.
2. We receive written notice of a claim or “suit” as soon as practicable; and
3. A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

ENDORSEMENT #024

This endorsement, effective on 01/01/2024 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799404 of the INDIAN HARBOR INSURANCE COMPANY
Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by
the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule
above because of payments we make for injury or damage arising out of your ongoing operations or “your
work” done under a contract with that person or organization and included in the “products-completed
operations hazard.” This waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024

Policy No. RWD3001203-08

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by  _____

WC 00 03 13
(Ed. 4-84)