

CONTRACT FOR BEACH, PARK AND FACILITY SECURITY SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **GIDDENS SECURITY CORPORATION**, located at 528 S. Edgewood Avenue, Jacksonville, Florida 32205, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for beach, park and facility security services, on or about July 11, 2024 and said services are more fully described in the County’s Request for Proposal (“RFP”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s RFP, numbered NC24-018-RFP, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Vendor desires to render certain services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those services; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit “A” COUNTY’S REQUEST FOR PROPOSAL NC24-018-RFP, (“RFP”), AS
MODIFIED BY ADDENDA; AND

Exhibit “B” VENDOR’S RESPONSE AND PRICE SHEET

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in the *County’s RFP*, a copy of which is attached hereto and incorporated herein as Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s RFP* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an annual amount not to exceed One Million Dollars and 00/100 (\$1,000,000.00) for a total contract amount not to exceed Three Million Dollars and 00/100 (\$3,000,000.00) for the initial term based on hourly rates for services referenced in Exhibit “B”. No payment shall be made for services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the *Public Works Director* or designee, at pwinvoices@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity

and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the *Public Works Director*, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin on December 12, 2024 and shall *terminate three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments for *an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the

County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "B"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12.1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors.

The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods

and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is

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excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or

services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period. RESERVED

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive

general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute

to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the

Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the

records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate, advertise or publish any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musslewhite Road
Callahan, Florida 32011

Vendor: Giddens Security Corporation
Attn: Adam Giddens, Chief Financial Officer
528 S. Edgewood Avenue
Jacksonville, Florida 32205

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

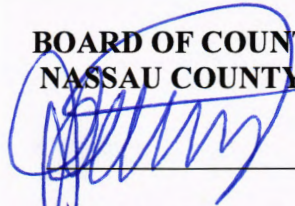
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 40. Human Trafficking Affidavit.

40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County with an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

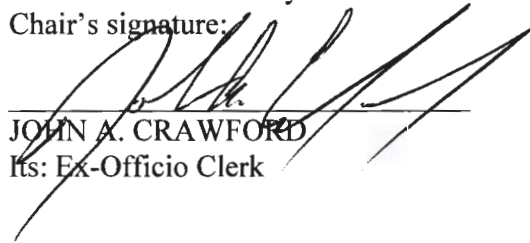


By: John F. Martin

Its: Chairman

Date: 12-9-24

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS *DM*
DENISE C. MAY

GIDDENS SECURITY CORPORATION



By: Adam Giddens

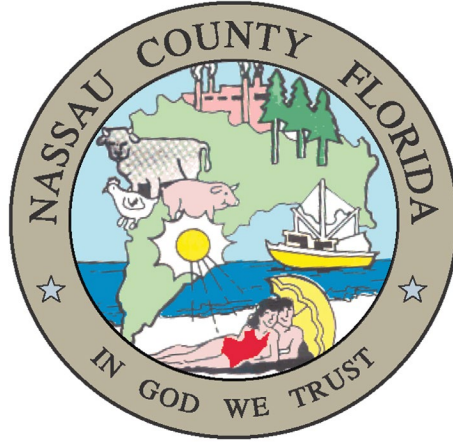
Its: Chief Financial Officer

Date: 10/31/2024

EXHIBIT "A"

County's Request for Proposal as Modified by Addenda

**NASSAU COUNTY
FLORIDA**



**REQUEST FOR PROPOSAL (RFP)
BEACH , PARK AND FACILITY SECURITY SERVICES**

RFP NO. NC24-018-RFP

PROPOSALS ARE DUE NOT LATER THAN

July 3, 2024 at 10:00 A.M. ET

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide unarmed and armed security services at various locations around Nassau County in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

1.2 PROCUREMENT METHOD:

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

1.4 PROPOSAL DOCUMENTS:

This document and subsequent addendums, if any, can be downloaded from PlanetBids, through the Nassau County Procurement webpage <https://www.nassaucountyfl.com/280/Procurement-Contracts-Management> under current bid opportunities.

1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, shall be for a three (3) year term with options to renew for two (2) additional one (1) year terms.

Option to renew for two (2) additional years on a year-by-year basis:

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The Vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

For any adjustment to commence on the first day of any exercised option period, the Vendor's request for adjustment should be submitted ninety (90) calendar days prior to the expiration of the then current contract term. The Vendors(s) adjustment request should not be in excess of the Consumer Price Index for all Urban Consumers (CPIU): U.S. County Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. If no adjustment request is received from the vendor(s), the County will assume that the Vendor(s) has agreed that the optional term may be

exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

1.6 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

1.7 CONFLICT OF INTEREST:

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2: SCOPE OF SERVICES

2.1 SCOPE OF SERVICES:

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Appendix "A" Scope of Services.

SECTION 3: INSTRUCTIONS RESPONDENTS

3.1 RFP SCHEDULE OF EVENTS:

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	June 6, 2024	
Pre-Proposal Meeting	N/A	N/A
Deadline for Questions	June 17, 2024	By 4:00 p.m.
County’s Responses to Questions Posted to PlanetBids	June 26, 2024	
RFP Responses Due Date/Time and RFP Opening Date/Time	July 3, 2024	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of July 15, 2024	TBD
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County’s eProcurement system, PlanetBids Vendor Portal. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.**

3.3. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County’s objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.

- Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
- Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.

- Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Thomas O'Brien
Procurement Specialist
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6040

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the 72-hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

3.5 QUESTIONS/CLARIFICATIONS:

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL.

- 3.7 PRE-PROPOSAL MEETING:** The pre-proposal meeting shall be held at the James S. Page Governmental Complex, BOCC Chambers, 96135 Nassau PI, Yulee, FL 32097 on date and time specified in Section 3.1.
- 3.8 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.
- 3.9 INSURANCE REQUIREMENTS:** Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Appendix "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

- 3.10 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

SECTION 4: PROPOSAL CONTENT

- 4.1 RESPONSE FORMAT:** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Knowledge and Qualifications

Respondents should include:

- A brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated herein.
- Knowledge of and compliance with applicable federal, state, and local laws pertaining to this solicitation.

TAB 4 – Delivery and Approach

- Describe work plan to perform the services set forth in Appendix "A" Scope of Services
- Qualifications of staff to perform required tasks.
- Documentation proof for staff who have passed/cleared any security background checks and proper licensing.
- List of vehicles that are intended to be used to be pre-approved for use by the County.
- All proposal submittals must include a comprehensive description of their employee recruitment practices and training program.

TAB 5 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND phone, numbers, and e-mail addresses;**
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 6 – Cost

Provide rates to complete the scope of work. Respondents shall submit their price using the Price Sheet, herein attached as Appendix "B". **Total cost must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).**

TAB 7 – Appendices/Attachments/Administrative Information

All Appendices/Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITERIA

5.1 PROPOSAL EVALUATION: The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

5.2 EVALUATION/SELECTION COMMITTEE: The Procurement Staff will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.

5.3 The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein. **THE COUNTY RESERVES THE RIGHT TO ISSUE MULTIPLE AWARDS.**

5.4 EVALUATION CRITERIA: A one hundred (100) point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Knowledge and Qualifications	40
Delivery and Approach	25
References	20
Cost	15

5.5 The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.6 If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted.. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD:

The County's Public Works Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Appendix "D". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Appendix "D". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

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APPENDIX “A”
SCOPE OF SERVICES

Category 1: Beach Access Point Security Services

Nassau County is seeking a qualified security company to provide beach access point security and grounds/beach patrol for public beaches in the unincorporated area of Nassau County, Florida.

A. Location of access points:

Peters Point Beach Park – [1974 S. Fletcher Ave., Fernandina Beach, Amelia Island, Florida 32034-4534]

Scotts Road Beach Access – [Scotts Rd., & Amelia Island Parkway, Fernandina Beach Florida 32034]

American Beach Access – [Lewis St. & Gregg St., Fernandina Beach, Florida 32034]

Burney Park – [1556 Gregg St Fernandina Beach, Fl. 32034]

Beach Park security will include all sand beachfronts, County owned walkovers and associated parking areas from the northern boundary of Nassau County and the City of Fernandina Beach (30.605378-81.441510) to the southern boundary of Nassau County and the State Park boundary at the south end of Amelia Island (30.526333-81.436154).

B. Services Provided:

- Vendor shall provide unarmed security officers at three (3) beach access points, fourteen (14) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, from 0700 – 2100 hours. The hours per day and the hours from 0700 – 2100 hours may be increased or decreased by the County.
- Vendor shall provide [1] one unarmed roving security officer that will have the primary duty of patrolling the portions of the beach between the water’s edge and dune line, fourteen (14) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, from 0700 – 2100 hours. The hours per day and the hours from 0700 – 2100 hours may be increased or decreased by the County.
- Vendor’s security officers shall include one (1) security officer per location and one (1) roving security officer to provide breaks and perform security checks throughout the beach parks.
- Security officers manning the beach access will operate from a security style kiosk approximately 4’x 6’
- One (1) roving security officer shall utilize an ATV style utility vehicle or other County approved vehicle that is supplied by the Vendor. All fuel will be supplied by the Vendor utilizing standard refueling methods.
- All security officers shall be dressed in company security uniforms. Uniforms will also be subject to County approval.
- Security officers will keep logs of activity at the beach access points as directed by the County, at all times, including beach camping registration at the security booths as required by local ordinance.

- Roving security officers shall utilize an electronic “watchmans” style location recording device, that will record and have the capabilities to provide reports for the frequency that all required check points are scheduled for observation. This will include points at the toe of the eastern dune line along with facilities throughout the beachfront locations that are specified by the county. It is anticipated the county will have no more than 20 required watchman locations. [“Watchman” is used as a generalization for various types of devices, its should not be viewed as a required brand]
- Security officers shall perform parking lot beach amenity and beachfront security functions. Duties performed shall include, but are not limited to, identification verification, beach activity monitoring, providing visitor information to beach users, issuance of civil citations and notification to Sheriff’s office as needed for assistance.
- Walking patrols of general areas will be necessary. Walking patrols will include parking lot areas, restrooms, and picnic areas.
- Working in inclement weather conditions can be expected.
- Vendor shall provide company-owned communication equipment.
- Vendor shall increase security officers as needed for additional duties as required by the County. The County shall provide written notice a minimum of five (5) days in advance of the need for increased security officers.
- Vendor must provide proof of State of Florida Unarmed Licensed Security Officer licenses (License D) for each security guard working the access points listed in Section A above.

Category 2: Nassau County Park Systems Security Services

The County is seeking bids from a qualified security company to provide roving park patrols and park ground security for Nassau County public parks located within the boundaries of the unincorporated areas of Nassau County Florida.

A. Location of Nassau County Parks:

Peters Point Beach Park – [1974 S. Fletcher Ave., Fernandina Beach, Amelia Island, Florida 32034-4534]

Scotts Road Beach Access – [Scotts Rd., & Amelia Island Parkway, Fernandina Beach Florida 32034]

American Beach Access – [Lewis St. & Gregg St., Fernandina Beach, Florida 32034]

Burney Park – [1556 Gregg St Fernandina Beach, Fl. 32034]

Bryceville Ball Park – M. Raulerson [7282 Motes Rd., Bryceville, FL 32009]

Callahan Ball Park – K. Higginbotham [34076 Ballpark Rd, Callahan Fl. 32011]

Edwards Road Boat Ramp/Nassau Landing [436 Edwards Road, Yulee, FL 32097]

Goffinsville Park – Nassau River [95001 Goffinsville Road, F.B, FL 32034]

Hilliard Ballpark-Stein Tompkins [175355 Bay Road, Hilliard, FL 32046]

Holly Point Boat Ramp [94303 Winterberry Ave. (Nassauville), FB, FL 32034]

John Claxton (Wilson Neck) Boat Ramp [85006 Faye Rd. Yulee, FL 32097]

John Muir Ecological Park/D.Y.P. [463039 SR 200, Yulee FL 32097]

Kings Ferry Boat Ramp [49127 Bill Johnson Rd., Hilliard, FL 32046]

Melton Nelson Boat Ramp [463540 S.R. 200 (Lofton Creek), Yulee, FL 32097]
Nassau Crossing Community Park Dev. [77500 William Burgess Road Yulee]
NEBR/ North End Nature Center& Pier [97177 Pogey Place FB, FL 32034]
Southend Walkover [8014 First Coast Highway, FB, FL 32097]
Summer Bch Walkover – Beach Access 105 [Dunewalk, Summer Bch, FB, FL 32034]
Tributary Regional Park [75433 Edwards Road, Yulee, FL]
West Side Regional Park [US 1/ Pratt Siding Road]
Yulee Ball Park [86118 Goodbread Road, Yulee, FL 32097]

Park security will include all paved and un-paved areas to include walking trails, boardwalks, parking areas, play areas and restrooms.

B. Services Provided:

- Vendor shall provide unarmed roving security at all listed park facilities, fourteen (14) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, from 1900 – 0700 hours. The hours per day and the hours from 1900 – 0700 hours may be increased or decreased by the County.
- Security officers will include two (2) mobile security officers in separate security marked units. The County reserves the right to reduce security officers and locations served as needed.
- Two (2) roving security officers will utilize separate marked security vehicles that are supplied by the Vendor. Security vehicles must meet all Florida Highway Standards and be clearly marked as security and will be maintained in clean undamaged condition. Vehicles must be approved by the County prior to utilizing for service. Vendor must supply all fuel for patrol vehicles. Fuel will be supplied by the Vendor utilizing standard refueling methods. Security vehicles may incur up to 3000 miles a month per vehicle on average is expected. Fuel cost and fleet maintenance is the responsibility of the awarded bidder.
- All security officers will be dressed in company security uniforms. Uniforms will also be subject to County approval.
- Security officers will keep logs for activity and mileage at all park facilities as directed by the County, at all times. Logs will be turned into the county on a monthly basis or as directed by the County after an event that requires action has occurred.
- Duties performed shall include, but are not limited to, identification verification, activity monitoring, providing visitor information to park users, issuance of civil citations and notification to Sheriff's office as needed for assistance.
- Duties will include the locking and unlocking of park restrooms at times scheduled by County. Times and locations may vary on activity outlined by the County.
- Walking patrols of general areas will be necessary. Walking patrols will include parking lot areas, restrooms, and picnic areas and walking trails.
- Working in inclement weather conditions can be expected.
- The Vendor will provide company-owned communication equipment.

- The Vendor shall increase security officers as needed for additional duties as required by the County. The County shall provide written notice a minimum of five (5) days in advance of the need for increased security officers.
- The Vendor must provide proof of State of Florida Unarmed Licensed Security Officer licenses (License D) for each security guard working the above referenced access points.

Category 3: Nassau County Facility Armed Security Services

Nassau County is seeking a qualified security company to provide uniformed armed security within various government facilities operated by the Nassau County Board of County Commissioners in the unincorporated area of Nassau County, Florida. The primary location use of the armed security services will be located at the James Page Government Center, 96135 Nassau Place, Yulee, Florida 32097. The facilities locations, and hours of operations will be determined as required services are needed.

A. Services Provided:

- The Vendor will provide one [1] armed security officer at the listed facility, ten and one-half (10 1/2) hours per day, five (5) days per week, Monday thru Friday, from 0730 – 1800 hours. The total hours per day and the operational hours from 0730 – 1800 hours may be increased or decreased by the County. Security officers and billable hours will exclude on all County observed holidays as listed on the Nassau County official website at nassaucountyfl.com
- Security officers will include one [1] uniformed armed security officer within the James Page Governmental Complex. The County reserves the right to reduce/increase security officers and locations served as needed.
- Duties shall include but not limited to: security officers greeting desk, assisting public with office locations, identification verification, walking patrols of common areas, security door checks, assisting with crowd control at public meetings within the complex and enforcement of county ordinances within the county complexes.
- All security officers shall be dressed in company security uniforms. Uniforms will also be subject to County approval.
- Security officers will keep activity logs on a hourly basis for assigned facility, at all times. Logs will be turned into the county on a monthly basis or as directed by the County, after an event that requires action has occurred.
- The Vendor shall increase security officers as needed for additional duties as required by the County. The County shall provide written notice a minimum of five (5) days in advance of the need for increased security officers.
- The Vendor must provide proof of State of Florida armed Licensed Security Officer licenses for each security guard working the above referenced locations.

ALL CATEGORIES.

Removal from Duty:

The County reserves the right to request the removal and replacement of any security officer, which he/she feels is not performing their duties properly. The replacement of the security officer must be accomplished within two (2) hours of such notification.

Training:

The awarded Vendor is responsible for the pay of any and all on-site training of security officers, prior to the start of the assignment with Nassau County. Untrained security officers may not report for service. The Vendor must provide continual training and re-certification in First Aid, CPR and Automated Electronic Defibrillator (AED) every two (2) years.. All proposal submittals must include a comprehensive description of their employee recruitment practices and training program.

**APPENDIX “B”
PRICE SHEET**

Vendor shall provide the Beach, Park, and Facility Security Services in accordance with Appendix “A”, Scope of Services at the rate (s) below.

SECTION I					
Category 1: Beach Access Point and Roving Beach Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Stationary Security Officers [3 Total]	Hourly	294 Hours/Week	\$	\$
2	Roving Security Officer with ATV [1]	Hourly	98 Hours/Week	\$	\$
				Subtotal Section I (Item 1 and Item 2) =	
SECTION II					
Category 2: Nassau County Park Systems Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Roving Security Officer with Security Vehicle	Hourly	84 Hours/Week	\$	\$
				Subtotal Section II =	
SECTION III					
Category 3: Nassau County Facility Armed Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Stationary Security Officer	Hourly	52.5 Hours/Week	\$	\$
				Subtotal Section III =	
Estimated Total Cost (Section I + Section II + Section III) =				\$	

ALL OR NONE AWARD: This solicitation requires respondents to provide pricing on all line items listed in Appendix B. Respondents will be deemed non-responsive if they do not provide pricing on all line items listed in Appendix B.

The undersigned declares that they have examined the Instructions to Respondents and Scope of Services and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under the Scope of Services and these Specifications at the rate set forth above.

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

APPENDIX "C"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor’s expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, security firms, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$2,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.



Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation, Employer’s Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers’ Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of “Best’s Key Rating Guide” (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor’s obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

APPENDIX “D”

CONTRACT FOR *** SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and _____, located at _____, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received _____ for _____ goods and/or services, on _____ at _____; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s request for quote/bid/proposal and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response Price Sheet is attached hereto as Exhibit “A” and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit A VENDOR’S RESPONSE PRICE SHEET

Exhibit B TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Exhibit C INSURANCE REQUIREMENTS

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed XXXX for the goods and/or services referenced in Exhibit(s) A and B. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt

Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on _____. The term of this Contract may be extended in ___ () year increments, for up to ___ () additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month

extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the

County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not

limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit “C”. The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County’s interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County’s written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn:
96135 Nassau Place
Yulee, Florida 32097

Vendor: [Vendor Address]

Attn: [Vendor Contact Person]

[Vendor Address]

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon

specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate

this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

By: _____
Its: _____
Date: _____

FORM A
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

FORM B RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: Email: _____
 Website Address: _____

2. **COMPANY STRUCTURE:**
Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
Yes No

5. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub-vendors you may use: _____
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: _____
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #2:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #3:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _____
Attn: _____
Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____
Title: _____
Email Address: _____
Phone Number: _____

FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is _____ personally known to me or _____ produced _____ as identification.

Notary Public

My commission expires: _____

FORM D
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: _____
Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM D - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

FORM D - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum #1
Request for Proposals Number NC24-018
Beach, Park, and Facility Security Services

DATE: July 2, 2024

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time has been changed to: July 11, 2024 at 10:00 AM EST

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum 2
Request for Proposals Number NC24-018
Beach, Park, and Facility Security Services

DATE: July 3, 2024

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Question and Answer

1. Can you please confirm the total number of Vehicles needed for this contract?

Answer: **Park security** is priced as 1 [one] patrol vehicle is included with the prices per hour for park security. **Beach rover** details will be required to have 1 [one] side-by-side or 4x4 pick up for beachfront patrols, but on special request for additional rovers a second vehicle will also be required.

2. Can you please provide your current contract with pricing?

Answer: Respondents that wish to request the full executed contract for these services should email records@nassaucountyfl.com.

3. Do you have a preferred make and model of patrol vehicle?

Answer: It needs to be a professionally marked unit that is free of damage, and clean of rust. Whatever vehicle is selected it will need to be pre-approved by Public Works staff as an acceptable vehicle. For Parks Security we would expect something similar to what the sheriffs dept uses as patrol vehicles. Beach roving security would require a ATV [side by side] or 4x4 truck that can transverse the sand beachfront.

4. Why is the estimated hours for mobile park patrol 84 hours per week, when the details ask for two (2) mobile officers fourteen (14) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year?

Answer: We are in need of securing a price per hour for a uniformed officer with patrol vehicle to patrol and monitor current parks. The times of operation are from

Request for Proposal

NC24-018-RFP
Beach, Park, and Facility Security Services

Addendum 2

7pm to 7am. Its the counties option to attain this service with 1 [one] unit but have the option to add an addition unit if required.

5. Holiday Pay for the guards 1.5 times or 2 times and can you tell us which holidays are included?

Answer: The awarded vendor will adhere to their own company policy in reference to holiday pay. Per this contract the base hourly pricing includes all associated cost, such as company holiday pay policies.

6. We are writing to express our interest in submitting a proposal for the opportunity "Beach, Park, and Facility Security Services #NC24-018-RFP. Our Subcontractor has a query, I am requesting clarification for the following question: The scope of work for the park requires 2 officers & 2 cars, yet the bidding sheet asks for 1 roving officer 84 hours per week, but no vehicle. Could you please clarify on this.

Answer: Services for **PARK** Security include 1 [one] security officer with patrol vehicle to patrol parks throughout the county. The county may request additional security staff [with patrol units] if necessary. The hours of operation are 1900 hrs to 0700 hrs [84 hrs]. Price per hour includes officer with patrol vehicle.

7. the bid information indicates a 3-year contract term and states that pricing should remain firm for the 3-year initial period, if we cannot make adjustments in the rates after year 1- this will obligate us to anticipate the labor costs adjustments for years 2 and 3, and build a price reflective of our anticipated future costs into our initial pricing - is this your intent? It may mean you are charged more than "market costs" in years 1 and 2?

Answer: This initial cost is a three [3] year fixed contract. It's the vendors responsibility to bid accordingly and prorate their cost over the contract period.

8. "Vendor shall provide [1] one unarmed roving security officer that will have the primary duty of patrolling the portions of the beach between the water's edge and dune line, fourteen(14)hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, from 0700 – 2100 hours. The hours per day and the hours from 0700 – 2100 hours maybe increased or decreased by the County."
How many patrols are required per hour?

Answer: The beach roving security officer would travel the beach front from the county boarder at Peters Point Park to the north edge of the state property aprox 5.3 miles. It would be expected the beachfront would be patrolled in its entire length on a continuous basis.

Request for Proposal

NC24-018-RFP
Beach, Park, and Facility Security Services

Addendum 2

9. "Vendor shall provide unarmed roving security at all listed park facilities, fourteen (14) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, from 1900–0700 hours. The hours per day and the hours from 1900 – 0700 hours may be increased or decreased by the County." How many patrols are required per hour?

Answer: The security would travel park to park on a continuous basis.

10. What were the rates of the previous awarded contract?

Answer: Respondents that wish to request the full executed contract for these services should email records@nassaucountyfl.com.

11. Did the county have any issues with the services provided by the previous company?

Answer: There are no issues with the services of the current vendor.

12. In Page 12, Category 2 - It indicates there will be 2 unarmed guards, with marked cars, for Park Patrols. I believe that it means 2 total that will travel between the 21 parks?, not 2 patrol units per park ?

Answer: That is correct, we are not positive on the number of security units but it should include 1 [one] unit with the option of another additional unit that travels between all parks listed. The cost per hour includes a security officer with patrol unit.

The solicitation due date and opening time remains: July 11, 2024 at 10:00 AM EST

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

EXHIBIT "B"

Vendor's Response and Price Sheet

**Proposal submitted to:
Nassau County, Florida
For
RFP NO. NC24-018-RFP
Beach, Park and Facility Security Services**



Prepared By:

Giddens Security Corporation

Jacksonville Corporate Office and Training School

528 S. Edgewood Avenue

Jacksonville, FL 32205

License B0001267

License DS9300017

**State-Licensed Offices and Training Schools: Jacksonville, Ocala,
West Palm Beach, Fort Myers, Tallahassee**

TAB 1
Cover Letter



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

July 1, 2024

Thomas O'Brien, Procurement Specialist
Nassau County
96135 Nassau Place, Suite 2
Yulee, Florida 32097

RE: Cover Letter for RFP NO. NC24-018-RFP

Thank you for the opportunity of allowing Giddens Security Corporation to be considered in continuing providing Nassau County with excellence in security service. Giddens Security Corporation has thoroughly reviewed the bid documents and has a clear understanding of the mission and requirements for providing security officer services to Nassau County for Beach, Park, and Facility Security Services. As the incumbent provider and having provided security services since 1982 to multiple counties and government entities throughout Florida, Giddens Security Corporation is committed, qualified, and most capable of continuing providing security services to Nassau County. A highlight of our qualifications and ability:

- Local, stable, and responsive management to include the owner, Darrell Giddens and son, Adam Giddens.
- Our ability to recruit quality personnel from our state-licensed armed and unarmed training schools.
- 24/7 local supervision and dispatching of officers in Northeast Florida.
- Our experience in providing services of this nature throughout Florida.
- As a locally owned and tenured family business, we offer some of the most competitive billing rates in the industry.

As an individual who has authority to bind the company, on behalf of Giddens Security Corporation, I am pleased to submit the enclosed proposal as well as serve as the primary point of contact for this solicitation

Respectfully Submitted,

Adam Giddens, CPA
Chief Financial Officer
904-384-8071
Agiddens@GiddensSecurity.com

TAB 2
Table of Contents



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

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TAB 3
Knowledge and Qualifications



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Knowledge and Qualifications

Giddens Security Corporation is a local, stable, competent security firm capable of providing Beach, Park, and Facility security services to Nassau County. We specialize in access control, 24-hour building security, weapons screening, surveillance camera monitoring, crowd control, event security, and patrol services throughout the State of Florida. **As the incumbent provider and having provided security services since 1982 to multiple counties and government entities throughout Florida, Giddens Security Corporation is committed, qualified, and most capable of continuing providing security services to Nassau County.**

We employ over 1,000 security officers throughout Florida. We are a distinctive option among security providers - offering a valuable alternative to small firms who operate with dangerously few resources, and large international firms hampered by mergers and business models that require clients to suffer limited responsiveness and inflexibility.

Giddens Security Corporation was established in 1982 in Jacksonville, Florida by Darrell Giddens. Darrell Giddens started his career in security in the mid-1970s and is the longest active Licensed Security Agency Manager in Northeast Florida. In the early 1990's the company opened its unarmed training school in Jacksonville and later became licensed in the state of Georgia. In 2008, Darrell's son Adam Giddens, CPA joined the company. In 2009, the company began armed training at its own gun range west of Jacksonville, near Bryceville. Giddens Security Corporation has provided armed and unarmed security officer services for 42 years to public and private entities.

Giddens Security Corporation is still a locally owned and operated family business. We recruit, screen, train, and deploy a wide range of professional security officers that deliver exceptional value to our clients throughout Florida. In addition to its corporate office and training school in Jacksonville, the company maintains licensed branch offices and training schools in West Palm Beach, Fort Myers, Ocala, and Tallahassee.

Some of our currently held contracts similar in scope and nature to Nassau County are:

- Nassau County
- Nassau County Sheriff's Department
- Rayonier Advanced Materials in Fernandina Beach
- St. Johns County
- St. Johns County Sheriff's Department
- Clay County
- Clay County Sheriff's Department
- Flagler County
- Marion County
- Volusia County
- Palm Beach County School District
- Jacksonville Aviation Authority at the Jacksonville International Airport
- City of Tallahassee
- City of Fort Myers
- City of St. Augustine
- City of Palm Coast



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Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

- College of Central Florida
- Florida Dept of Environmental Protection
- Florida Dept of Revenue
- Florida Dept of Elder Affairs
- Florida Dept of Military Affairs
- Florida Dept of Agriculture and Consumer Services
- Florida Dept of Transportation
- Florida State Fire College
- Florida State College Jacksonville
- St. Augustine Amphitheatre
- Florida Governor's House Museum
- The University of North Florida
- Citizens Property Insurance

Giddens Security Corporation is one of the only security agencies in Florida with State-licensed armed and unarmed security officer training schools with its own gun range. Not only are our instructors certified to train unarmed "D" and armed "G" officers, we offer extensive training in handcuff certification, tactical baton defense, personal body protection, concealed weapons permits, CPR certification, First Aid, AED certifications, shotgun certification and FAA approved X-Ray control screening. Giddens Security delivers the full spectrum of security education, and we develop new curriculum and materials to meet our clients' specific needs. We will be able to fully staff and maintain a pool of licensed security officers for Nassau County by utilizing the resources of our training programs.

In 2019 through an extensive RFP and vetting process, Giddens Security Corporation was awarded as a Statewide vendor for the Department of Management Services contract #92121500-20-1, for the purpose of other public entities to piggyback contracts.

In summary, Giddens Security Corporation is a highly stable and competent security firm. We have provided armed and unarmed security officer services for 42 years to numerous public and private entities in Florida. We are confident of our track record and our ability to meet your security needs.



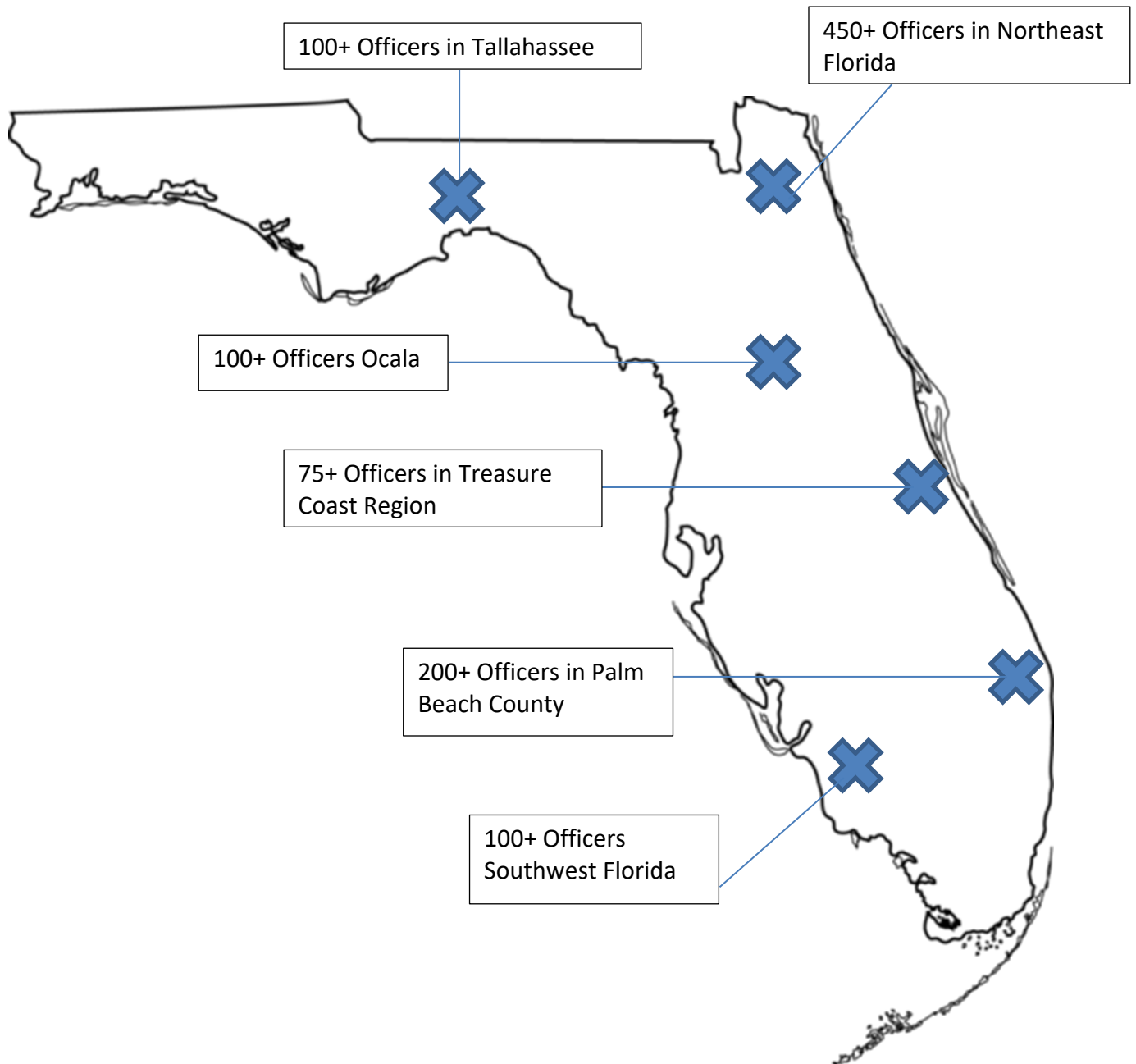
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info@giddenssecurity.com

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Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Experience and Organizational Structure

Giddens Security Corporation has 42 years of continuous operations in Jacksonville with experienced and stable management. We have hundreds of security officers currently employed across Florida – many on long term public and private contracts. We have licensed offices in Jacksonville, Tallahassee, Ocala, Fort Myers, and West Palm Beach that can provide support services.



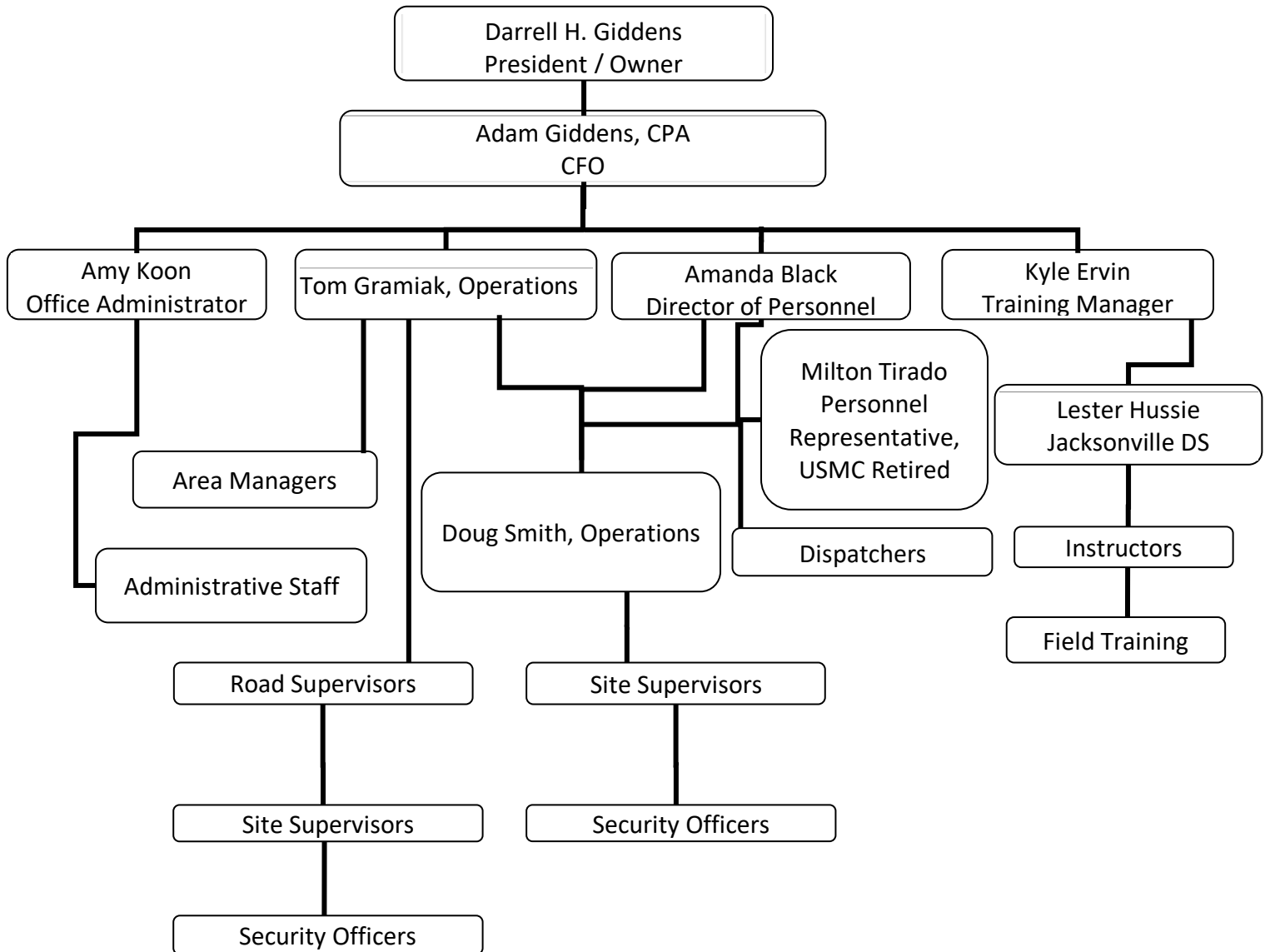


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Our Security Force is led by a solid group of seasoned professionals who are highly adaptable and knowledgeable in all aspects of the services we provide. Our management team delivers skilled, professional security officers, exceptional training, and security resource support. Below is our corporate structure and resumes of key personnel.





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Resumes

Darrell Giddens, President and Owner

Darrell Giddens is a native of Florida and has been a licensed security agency manager with the State of Florida since 1980. Darrell began his career working for a security company in 1974 and advanced to the position of Operations Manager. Darrell later accepted a security manager position from Florida Certified Security, one of the state's largest security firms at that time. In 1982, Darrell recognized a need for professional, trained security officers in Jacksonville. As a result, he started Giddens Security Corporation.

Throughout Darrell's career at Giddens Security, he has managed and overseen large-scale security contracts. Darrell's first contract was 26 branches of Barnett Bank throughout Jacksonville. In 1996 Darrell partnered with the City of Jacksonville and oversaw approximately 2,000 weekly hours of security services under one contract. Darrell has built his company from a business with a niche in the Jacksonville market to a statewide provider of security services. Today, Darrell is still as active in his business as he has been since its first contract. Darrell oversees all operations of his company and manages contracts throughout Florida. The majority of his clientele are governmental entities to include Federal, State and Local governments. Since the inception of his company in 1982 in Jacksonville, Florida to its growth throughout Florida and Georgia, Darrell has preserved his company's vision of providing quality, customer-focused security service.

In the early 90's, Darrell Giddens expanded on his vision of high-quality security service by focusing on the security officer's training. He implemented Giddens Security's own in-house armed and unarmed training schools in partnership with its security operations. Darrell understands that a security officer's training must be excellent in order for the security officer to be effective in the field. Giddens Security Training School is now one of the most recognized and well attended school for officers seeking their State D and G licenses.

Darrell's outstanding career has had a successful impact in Florida and Southeast Georgia. Darrell has built a vast security force on the basis of quality leadership. He always has and will continue to make himself readily available to all clients to assist with their security needs.

- Professional Registrations:

- State of Florida Security Agency Manager - License # MB8600126

- State of Florida Licensed Security Instructor - License # DI 9600021

- State of Florida Private Investigator - License # C 9900079

- State of Georgia Security Agency Manager - License # PSC001678

- State of Georgia Licensed Security Instructor - License # CLTR000688

- Member of the American Society of Industrial Security



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Adam Giddens, Chief Financial Officer

Adam Giddens, Darrell Giddens' son, joined the company approximately 12 years ago following a position as a CPA in an accounting firm and after completion of his master's degree in Taxation at Florida State University. Adam manages the day-to-day operations of the company and has overseen the company's growth from approximately 150 officers to more than 1,000. Adam oversees accounting functions of the company and prepares all bids/proposals. Adam oversees the startup and operation of the company's contracts.

- Education: Bachelor's in Accounting from FSU, Master's in Taxation from FSU, Licensed CPA
- State of Florida Security Officer License - License # D 2201158
- State of Florida Security Agency Manager - License # MB 1600021
- State of Florida Licensed Security Instructor - License # DI 1600018

Amanda Black, Director of Personnel

Amanda became employed with Giddens Security Corporation in 2013. She is a graduate of California State University and obtained a law degree from Florida Coastal School of Law. Amanda is responsible for overseeing all human resources functions and ensuring scheduling of officers across Florida by coordinating with regional managers and utilizing scheduling software.

Milton Tirado, Recruiting

Milton is a 21-year retired Marine and retired from Walmart as a manager after 20 years. Milton oversees all hiring and recruiting functions of the company and coordinates with area managers for recruiting needs. Milton holds a D and G license.

Tom Gramiak, Operations

Tom is a retired Prison Warden from the State of Georgia and now works in management at our corporate office. Tom holds a D, G, and DI Licenses. Tom is also licensed to teach CPR/AED.

Amy Koon, Office Administrator

Amy Koon has been employed with Giddens Security Corporation since May 1998. Hired as an administrative assistant, she has since moved into the Office Administrator position. She oversees and conducts all payroll, accounts payable, and accounts receivables. Amy holds a State of Florida Security Agency Manager License - License # MB2800049.



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Kyle Ervin, Training Manager

Kyle Ervin is a certified law enforcement officer and active police officer. Kyle is responsible for ensuring field operations and on-site training relating to security officers are conducted properly. He handles many of the day-to-day operational directives and also conducts onsite training. As a certified NRA Instructor, Kyle also conducts armed training courses on the company's gun range regularly.

- Professional Registrations:

- State of Florida Unarmed Security Officer License - License # D 2611007

- State of Florida Armed Security Officer License - License # G 2602794

- State of Florida Licensed Security Instructor - License # DI 1200110

- State of Florida Licensed Armed Security Instructor - License # K 1300055

Scott McNeil, Lead Field Supervisor and Field Training Officer

Scott is a retired Jacksonville Sheriff's Officer with over 35 years of law enforcement experience. Scott currently works for Giddens Security out of our corporate office as a field supervisor and trainer. Scott holds both a D and G security licenses.

TAB 4
Delivery and Approach



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Summary of our Delivery and Approach

Giddens Security's approach to perform the services of the contract will be as follows. Adam Giddens will serve as the designated contract manager representing one point of contact for county representatives to Giddens Security Corporation.

The County Facility Armed Security Officer will report to the Giddens Corporate Office, operations team. The Beach Access Point Security officers and Parks Systems Security Officers will have a lead officer overseeing the team with contact information given to Nassau County representatives for day-to-day updates and or changes, to ensure direct communication from the County to the officers. This lead officer will report to Adam Giddens and the corporate office and serve as a communication link of operational functions between the County and Giddens Management.

Along with 24/7 local road supervisors, the lead officer will make post inspections on an unpredictable schedule, equally allocated among all shifts including day, evening and night shifts, documenting findings and making recommendations for improvements to optimize security at each site. Inspection reports will be submitted in writing in an electronic format to our corporate office. These inspections by management and supervisors ensure all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services.

Our management team will work with County representatives to develop site specific post orders. These instructions and post orders will include standing security post, roving security patrols, monitoring security systems, supervising other security guards, maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties.

Detailed further in our response, we intend to utilize marked Kubota UTV's for the beaches patrol and marked trucks or cars for the parks systems.

Our operations and scheduling team will maintain appropriate staffing levels to account for planned turnover, vacations and reasonable absenteeism rates without undue strain to the security workforce.

- Recruitment of Personnel: The lead officer will work with Personnel Representative Milton Tirado (21 years USMC Retired), in screening, interviewing, hiring, and processing candidates.
- Training of Personnel: The lead officer will have access to our full-time staff of licensed Security and NRA instructors to complete all required training. The instructors will assist in preparing a training program for officers. Our training division in Jacksonville has six full time DI State licensed security instructors on staff.
- Scheduling of Officers: We utilize WinTeam / EHUB for all scheduling and timekeeping functions. Officers are geolocated using an app to clock in and out.



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- Billing and Payroll Functions: WinTeam / EHUB software utilized for scheduling flows directly into payroll and billing functions, overseen by Amy Koon in our payroll Department with over 25 years of experience.



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Human Resource Management

Giddens Security will maintain a comprehensive personnel file on each security officer provided to perform services under the contract, no matter the length of time served. These files contain any and all relevant licenses, certifications, and educational information, testing results, disciplinary actions, physical exam results, drug screen results, employment application, proof of citizenship status, and driver's license number and expiration, as applicable. The following are current hiring standards of our company.

All security officers must meet the following minimum standards:

- ✓ State required Security Officer Licenses (“Class D” Unarmed Security Officer License and “Class G” Armed Security Officer License)
- ✓ Must be 18 years of age (21 years of age for armed officers)
- ✓ Must possess a High School Diploma or GED Certificate
- ✓ Must pass a urinalysis test showing freedom from illegal drug use, and illegal use of prescription drugs. Giddens Security has a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items.
- ✓ Must understand, speak, read, and write fluently in English in order to receive, carry-out, and provide instructions regarding proper performance of services.
- ✓ Past Employment Verification with meaningful employment history
- ✓ Professional Appearance, Demeanor, and Speech
- ✓ Giddens Security employs only individuals who may legally work in the United States – either U.S. citizens, or persons deemed a lawful permanent resident alien by the United States Citizenship and Immigration Services (USCIS) or have been authorized to work in the U.S. by the USCIS. GSC utilizes E-Verify. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.
- ✓ Personal Reference Check
- ✓ Driver's License Check
- ✓ Satisfactory Credit History
- ✓ Psychological Examination
- ✓ Criminal Records Background Check
 - Applicants with a history of being arrested for crimes of violence and/or found guilty of (or had adjudication withheld for) Trespassing, Breaking and Entering, Burglary, Robbery, Forgery, Criminal Mischief or Theft, Assault, Battery, Stalking, Aggravated Battery, Aggravated Assault, Sexual Battery, Kidnapping, Armed Robbery, Murder, Aggravated Stalking, Resisting an Officer with Violence are not considered for employment.
 - Applicants who have demonstrated a lack of respect for the laws of this state and the nation or who are currently in a Pre-Trial Intervention or Deferred Prosecution



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Program are not considered for employment.

- Applicants will be denied employment if they have been convicted of a felony in any state or of a crime against the United States, which is designated as a felony, or convicted of an offense in any other state, territory, or country punishable by imprisonment for a term exceeding 1 year. Exceptions may be made if the applicant's Civil Rights have been restored and a period of 10 years has passed since final release from supervision. This depends on the nature of the crime and is done on a case by case basis.

The Interview Process: Anyone considered for employment must meet the above minimum standards as listed. All applicants must complete an employment application and be interviewed by a local manager. If the manager then wishes to hire the applicant, it must first be approved by the corporate human resources office in Jacksonville.

Giddens Security Corporation is committed to providing the most qualified level of security officers available in the security industry



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Recruiting Strategy

Giddens Security Corporation will furnish trained and qualified security personnel in sufficient number to provide the required security services as requested by Nassau County. This service will be continuous, regardless of weather, disaster, or threatened or actual organized labor action.

Recruitment of personnel will be done through online advertisement methods (such as Indeed.com) as well as through our training schools. In large part, our training program allows for the best recruitment of officers and sets our company apart from the competitor. Students are encouraged to apply with our company while taking our courses, and we often are able to recruit the best candidate before they seek employment elsewhere.

Employee Benefits

Monetary Compensation is one of the most important factors in recruiting and retaining quality personnel in the security industry. Giddens Security will competitively compensate officers assigned to all sites.

We offer health insurance packages through Blue Cross Blue Shield of Florida. Three plans are offered to our employees with deductibles of \$1,500 to \$5,000 depending on the chosen plan. These plans meet the Affordable Care Act requirements.

Giddens Security recognizes the following six holidays and will pay full and part-time employees at time and one half for hours worked:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Giddens Security offers the convenience and safety of direct deposit of paychecks for our employees.

Taking pride in our security force enables Giddens Security Corporation to offer professional and reliable service. In recognition of outstanding service we offer monthly bonus and gift certificates for appearance and job performance. Also, once a year, Giddens Security Corporation presents an officer with the distinguished "Officer of the Year Award" and a bonus for outstanding performance in the line of duty.



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Standards of Conduct

Giddens Security Corporation has a Standards of Conduct in place. All employees of Giddens Security Corporation receive an Employee Handbook. This handbook outlines our company policies and informs the Security Officers as to what is expected of them as an employee. Some of the topics covered in the employee handbook include the following:

- Drug Testing – Giddens Security Corporation is a drug free workplace. All employees will be required to perform a pre-employment drug test. Security officers will also be subject to random testing during your employment.
- Personal Conduct – Appearance, Posture, Courtesy, Cleanliness, Restricted Activity, and Habits (Smoking, chewing gum)
- Promotions – Outstanding and professional performance can be recognized and rewarded through promotions to positions of higher pay and greater responsibility.
- Daily Log Reports – All Security Officers are required to complete a daily log report for each shift they work. A copy is left with the client upon completion of each shift. Security Officers are taught how to properly complete a daily log as it relates to each assignment.
- Sexual Harassment – How to recognize signs of sexual harassment, how to report sexual harassment, and education on frivolous charges.
- Other topics include Code of Ethics for Security Officers, Radio and Telephone Communication, Rounds, Unsatisfactory Performance, Care and Use of Vehicles, Termination of Employment, Legal Authority, Security License, and ID Cards.

Giddens Security Corporation Security Officer Mission Statement

I will conduct myself professionally at all times and perform my duties in a manner that reflects credit upon myself, my employer, and the security profession.



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All new hires complete an employment packet. Three forms in this packet relate to company standards of conduct. These forms are copied below:

FORM 1: STANDARDS OF DRESS AND APPEARANCE

It is the policy of Giddens Security Corporation to present a professional image to the customers we serve. Because every security officer may come in contact with our customers, it is important to be dressed appropriately at your assigned post. The way you dress and appear also has an influence on how you are judged in the field; so dress for success.

In addition to proper dress, security officers are expected to present a clean, neat and business-like appearance. The following are rules established for all officers to follow:

- a. Men's hair length will not extend beyond the shirt collar. Hair, including facial hair, should be clean and neatly trimmed and conform to professional standards of style and color. All security officers are prohibited from wearing extreme or eccentric hairstyles.
- b. Female Officers will wear their hair in a style that ensures the hair is off the collar. Pony tails are acceptable as long as the hair is not extending down the back. All security officers are prohibited from wearing extreme or eccentric hairstyles.
- c. All male personnel will be clean shaven, and may have a neatly trimmed mustache which does not extend beyond the width of the mouth and the lower lip, have sideburns trimmed and not extending below the lower part of the earlobe. Beards will be allowed by doctor's note only.
- d. Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn while on duty. Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours. Men will not wear earrings. Women may wear earrings as long as they are tasteful and appropriate for all business and professional attire. Rings and wrist watches should not be worn by employees that work in areas where they would be a safety hazard.
- e. Body piercing and body art in the form of tattoos and other skin pigment alterations are a personal choice. However, management reserves the right to ask a security officer to remove or cover anything that is deemed to be inappropriate for viewing by customers and other employees. Management reserves the right to issue long sleeve security uniforms to those security officers with tattoos.



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- f. Uniforms worn by the security officer shall cover the body to avoid distasteful or suggestive exposure of skin and undergarments.
- g. Uniforms, to include clothing, jewelry and hair, should not be too loose or dangle in such a way that it creates a safety hazard.
- h. All personnel will have the following types of identification while on shift:
 - i. Company ID
 - ii. Security Officer License, Class D
 - iii. Firearm License, Class G, if applicable
 - iv. Driver's License
- i. Uniforms will be clean and serviceable, with all required accessories worn properly at all times.
- j. Shoes must be black leather or comparable material, and able to be polished.
- k. Hats and Coats will be Giddens issued gear only.
- l. Pants need to be dark blue or black. Dress style with no pleats.
- m. Shirts are Giddens only with 3 emblems: American flag, Giddens patch and a metal security officer badge on front left chest.
- n. Belts must be black.
- o. Weapons used will be as dictated by the Department of Agriculture and received in your classroom training.
- p. Collar brass will be issued to be worn on lapel at all times.

Managers, Field Supervisors, and Site Supervisors are responsible for enforcing the standards of dress and appearance within their areas of responsibility. This includes counseling employees who are inappropriately dressed and issuing Disciplinary Action Reports. If an employee's standards of dress and appearance are deemed inappropriate, he or she may be sent home without pay to change clothes. Repeated disregard for the dress policy may result in disciplinary action up to and including discharge. Reasonable accommodations will be made for



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employees' medical conditions to present a conservative, professional appearance to our customers.

If you have a question about whether something is appropriate or inappropriate, please check with the office.

Employee Signature

Date

Witness

Date



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FORM 2: STANDARDS OF CONDUCT

The work environment places us in the center of the general public. We are constantly being observed and evaluated on a daily basis. It is imperative to act professional at all times. The following guidelines are established to enhance the performance of each officer:

- a. Always address the public as "Sir" or "Ma'am," even when stopping them for a violation.
- b. A pleasant greeting is always proper and at times relieves the frustration someone may be feeling.
- c. Be polite by using expressions such as "Have a nice day" or "Sir, please step over here" when directing an individual.
- d. Never become rude to anyone, even if they are rude or abusive to you.
- e. Respect your fellow officers, regardless of any grievances you may have.
- f. Never smoke in view of the general public while in uniform.
- g. Do not engage in unnecessary conversation which distracts you from your duties.
- h. All Officers employed by Giddens Security should be familiar with the Security Officer Handbook, Standards of Dress and Appearance, and Standards of Conduct. These discuss various topics, give general information, and mandate the rules and regulations for all security officers.

Employee Signature

Date

Witness

Date



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FORM 3: CODE OF ETHICS FOR SECURITY OFFICERS

1. To accept the responsibilities and fulfill the obligations of my role; protecting life and property; preventing and reducing losses and crimes against my employer’s business, or other organizations and institutions to which I am assigned; upholding the law; and respecting the constitutional rights of all persons.
2. To conduct myself with honesty and to adhere to the highest moral principles in the performance of my security duties.
3. To be diligent and dependable in discharging my duties and to uphold at all times the laws, policies, and procedures that protect the rights of others.
4. To observe the precepts of truth, accuracy and discretion without allowing personal feelings, prejudices, and animosities or friendships to influence my judgments.
5. To report to my supervisor, without hesitation, any violation of the law or my employer or client’s regulations.
6. To respect and protect the confidential and privileged information of my employer or client beyond termination of my employment, except where their interests are contrary to law or to this Code of Ethics.
7. To cooperate with all recognized and responsible law enforcement and government agencies in matters within their jurisdiction.
8. To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.
9. To conduct myself professionally at all times and perform my duties in a manner that reflects credit upon myself, my employer, and the security profession.
10. To strive continually to improve my performance by seeking training and educational opportunities that will better prepare me for my security duties.

Employee Signature

Date



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Also relating to standards of conduct, please see our Employee Handbook on the following 7 pages.

Introduction
By: Darrell H. Giddens

Welcome to Giddens Security Corporation! We want you to know that you have joined a winning team and a security service that is second to none in the Security Industry. Our excellent reputation in the Security Industry depends on our employees. We hope you have come on board with the desire to help us maintain that reputation, and to help us provide the best and most professional service to our clients.

This employee handbook will help you get started on the right track. This handbook is one small part of a comprehensive training program that GSC offers to all its employees.

Inside you will find valuable information concerning GSC policies and procedures pertaining to your work, as to expectations, evaluation requirements, and other important issues.

Please take time to read it completely and carefully, study it and refer back to it often. It should be with you every time you are on duty. Please take advantage of this handbook to aid yourself in conforming to the high goals and standards GSC has for all its employees. As with other materials provided you by the company, this handbook must be returned upon termination of employment.

So, let me personally encourage you to be your best and see a successful tenure.

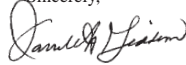
Sincerely,

Darrell H. Giddens
President

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I. BASIC ADMINISTRATIVE PROCEDURES

This section of the manual contains very important information concerning work scheduling, pay, uniforms, etc. Routine administrative procedures will not work unless you understand and follow all the instructions discussed here.

1. DRUG TESTING

Giddens Security Corporation is a drug free workplace. All employees will be required to perform a preemployment drug test. You will also be subject to random testing during your employment with Giddens Security Corporation.

2. YOUR FIRST ASSIGNMENT

The scheduling department will assign you to your first work shift by giving you the name and location of that assignment, and the day and time that you are to report for training. You must make sure you completely understand all the information and that you can be at the designated location at the appointed time.

Once you have accepted your shift assignment, the company is depending upon you to be there. Your absence or tardiness will cause problems for everyone. If you find out after accepting the shift that you will not be able to work the shift or that you may be late, you must advise the office staff as soon as possible so that other arrangements can be made. Our Company policy is to give a minimum 4 hour notice. You should report to your first assignment in complete uniform, prepared to work the entire shift. Meet your assigned training officer and follow instructions completely to learn the duties of that assigned post.

Remember the following important points:

- a. Sign in and notify the dispatcher when you start your shift. Sign out and notify the dispatcher when you finish your shift.
- b. Ask for a copy of the post orders and read them until you understand them completely. Ask your supervisor for clarification if needed.
- c. Do not assume the duties on your own until you feel sure you can do the job properly.
- d. If in doubt about anything related to your job, call the dispatcher or your supervisor.
- e. Properly complete all required reports (including daily logs) before leaving the post. Make entries in your daily log at least hourly.

On the next work day after completing your first assignment, unless directed differently, contact the office to advise the staff of your progress and to get your next assignment. Continue to contact the office until you have completed your initial training and been given a permanent schedule. You will be under special supervision when you first start with the company. Your performance during your first assignment is very important. You will be evaluated based on appearance, attendance, ability to learn, and completion of the task assigned. Poor performance or tardiness may lead to termination.

3. WORK SCHEDULES

Security guards working for contract guard agencies are different from employees that work in a manufacturing plant or in an office building. Most companies can make adjustments for late or absent employees because they have many employees in each location and the work of the missing employee can be shifted to these other employees. This is not true when you work for a contract agency. At most of our client locations, we have only one security officer assigned at any given time of the day. If

that security officer is not there at the assigned time, we have problems. Another security officer may be forced to work more hours than he/she was scheduled, and this upsets his/her schedule. The client may not get the security coverage for which they have contracted and may get upset. It is important that you obtain your schedule each week and that you work each and every shift on that schedule; however, if you must be absent or if you expect to be late, it is even more important that you follow these directions to insure that your assigned shift will be covered by another qualified security officer.

- a. Notify the scheduling department as soon as you know that you will not be able to work a shift or that you will be late.
- b. If your call is received by dispatch, you must inform them as to why you will be late or can not make your assigned shift. Give the dispatcher your name, your telephone number, and a brief message about where and when your next shift starts.
- c. You must personally make the call. Friends and relatives do not work for us. They do not understand the importance of scheduling.
- d. Do not call your post or the client when you will be late or absent. Call our office number at 904-384-8071.
- e. Do not miss assigned shift work unless you obtain permission from the office staff, even when due to an extreme emergency. An important part of your performance evaluation depends upon your reliability.
- f. Never switch your shift with another security officer without advance approval from the office staff.
- g. Do not alter your hours of work if the client requests that you do so without first receiving permission from the office staff.

4. TIMESHEETS

Timesheets are due in the office every Monday no later than 5:00 pm. If the office is not open when you drop off your timesheet there is a mail slot in the front door. You may also fax your timesheet to 904-389-9931 or submit it on our website at www.GiddensSecurity.com. Timesheets are strictly your responsibility. If you do not turn in a timesheet your check may be delayed. If any corrections need to be made due to a late or a missing timesheet this will be done on your next check.

5. EXTRA HOURS

If you are interested in working extra hours, you should advise the office. Tell them what days and hours of the day you are available. They will call you when they have open shifts during those times. In an emergency, you may be required to work extra hours.

6. NO RELIEF

- If you are on duty and your relief does not report for duty at the end of your shift, you must do the following:
- a. Notify the office staff or the twenty four hour dispatch staff within ten (10) minutes. They will try to determine the problem with the assigned security officer and locate a replacement if necessary.
 - b. If you have notified dispatch or the office staff that your relief is late and then he arrives, immediately notify them that the guard has arrived.
 - c. Stay on the post and perform all required duties until properly relieved. Do not abandon the post for any reason. Abandoning the post without permission may result in the loss of your security officer license(s) by the State.
 - d. Be sure to reflect the correct time you were relieved of duty on all reports and daily logs.

7. WAGES AND PAY

You are paid on an hourly basis. Your rate of hourly pay should be clearly understood before you accept your job and start work. Your hourly rate of pay is based upon the post to which you are assigned and your qualifications which include your experience, education, length of company service, and performance history. All pay matters are to be considered confidential, and you are asked not to discuss them with other employees or with others who do not have a need to know.

The work week is from Sunday at midnight until the following Sunday at midnight. Any hours worked past midnight will fall into the following work week. Paydays are every other Monday. Payroll checks may be picked up at the office between the hours of 8:00 a.m. until 5:00 p.m. If you are enrolled in direct deposit, your payroll check will be deposited electronically into your account by close of business on payday.

The following holidays are paid at 1.5 times the normal pay rate: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

8. UNIFORMS AND EQUIPMENT

The company will provide you with a uniform to wear. Our contracts with our clients are for uniformed guard service. Clients can cancel our contract or penalize us in other ways if our employees are not in proper uniform. You will obtain the uniform as part of the hiring process. Before you go to work, you must try on the uniform and make sure it fits properly. If at any time during your employment with Giddens Security your uniforms become faulty, torn, or worn out you must contact the office and replacement uniforms will be issued to you.

You are expected to have minor alterations made at your own expense, including trouser hems. These alterations should be

done by a qualified tailor or seamstress. Major alterations such as "pegging" trouser legs and tapering shirts are prohibited.

The uniform should be properly cleaned and pressed. The frequency of cleaning and pressing will depend upon how you care for the uniform. It should provide a professional image at all times.

Your uniform will be the same as that of other security officers on the same post. You must provide black shoes, black belt and black socks to be worn with the uniform. All rank insignia must be approved by the office.

Bring with you the items of equipment necessary to perform your job. This includes a pen and your daily logs. You may also need other items such as a flashlight.

STANDARDS OF DRESS AND APPEARANCE

It is the policy of Giddens Security Corporation to present a professional image to the customers we serve. Because every security officer may come in contact with our customers, it is important to be dressed appropriately at your assigned post. The way you dress and appear also has an influence on how you are judged in the field; so dress for success.

In addition to proper dress, security officers are expected to present a clean, neat and business-like appearance. The following are rules established for all officers to follow:

- a. Men's hair length will not extend beyond the shirt collar. Hair, including facial hair, should be clean and neatly trimmed and conform to professional standards of style and color. All security officers are prohibited from wearing extreme or eccentric hairstyles.
- b. Female Officers will wear their hair in a style that ensures the

hair is off the collar. Ponytails are acceptable as long as the hair is not extending down the back. All security officers are prohibited from wearing extreme or eccentric hairstyles.

- c. All male personnel will be clean shaven, and may have a neatly trimmed mustache which does not extend beyond the width of the mouth and the lower lip, have sideburns trimmed and not extending below the lower part of the earlobe. Beards will be allowed by doctor's note only or by special exception.
- d. Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn while on duty. Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours. Men will not wear earrings. Women may wear earrings as long as they are tasteful and appropriate for all business and professional attire. Rings and wristwatches should not be worn by employees that work in areas where they would be a safety hazard.
- e. Body piercing and body art in the form of tattoos and other skin pigment alterations are a personal choice. However, management reserves the right to ask a security officer to remove or cover anything that is deemed to be inappropriate for viewing by customers and other employees. Management reserves the right to issue long sleeve security uniforms to those security officers with tattoos.
- f. Uniforms worn by the security officer shall cover the body to avoid distasteful or suggestive exposure of skin and undergarments.
- g. Uniforms, to include clothing, jewelry and hair, should not be too loose or dangle in such away that it creates a safety hazard.

- h. All personnel will have the following types of identification while on shift:
 - i. Company ID
 - ii. Security Officer License, Class D
 - iii. Firearm License, Class G, if applicable
 - iv. Driver's License
- i. Uniforms will be clean and serviceable, with all required accessories worn properly at all times.
- j. Shoes must be black leather or comparable material, and able to be polished.

Managers, Field Supervisors, and Site Supervisors are responsible for enforcing the standards of dress and appearance within their areas of responsibility. This includes counseling employees who are inappropriately dressed and issuing Disciplinary Action Reports. If an employee's standards of dress and appearance are deemed inappropriate, he or she may be sent home without pay to change clothes / appearance. Repeated disregard for the dress policy may result in disciplinary action up to and including discharge. Reasonable accommodations will be made for employees' medical conditions to present a conservative, professional appearance to our customers. If you have a question about whether something is appropriate or inappropriate please check with the office.

9. SECURITY LICENSE AND COMPANY ID CARDS

Consider your security license and company ID card as part of your uniform and carry it with you at all times while on your assigned post. Keep your security license current with the Department of State. Your company ID card must contain your security license number. Notify the office if you have any questions or need assistance in renewing your security license.

If you are in need of additional training hours we offer our employees free training in our own state certified training school.

10. BENEFITS AVAILABLE

If you wish to take advantage of insurance benefits that may be available, contact the office to be directed to our insurance representative. You must be employed by Giddens Security Corporation a minimum of 90 days to take advantage of these benefits.

11. ON-THE-JOB INJURIES

If you should be injured in anyway while working an assigned shift, you must immediately report that injury to the office. If the injury limits your ability to perform the duties on that post, you must request a relief security officer. If the injury requires medical attention or causes you to miss work, you must also notify the office. Workers' compensation insurance will cover your medical expenses for injuries on the job. However, to take advantage of this insurance, you must have reported the injury when it occurred and you must complete the required accident report forms. Failure to make a report may disqualify your claim and eliminate the possible collection of benefits. As part of our drug free policy all workers' compensation claims will be subject to a drug test. All claims will be investigated by the insurance company and our staff. If fraud is proven, those involved will be prosecuted.

12. EMPLOYER/EMPLOYEE RELATIONSHIP

Security officers, even though they work at other company locations, are employees of this agency only. They are not employees of the company where the services are performed. Matters that relate to the employees' pay, benefits, and schedules are not to be discussed with the client company. The client company uses our services because we handle the administration of our

employees' personnel matters. If the client is brought into these matters, they are not receiving the services we promised. Security officers are not to submit employment applications at client locations nor are they to purchase goods from the client without first obtaining written approval from office management.

13. EQUAL OPPORTUNITY EMPLOYMENT

The company makes personnel decisions to include hiring, transfer, promotion, placement, and pay without consideration to race, color, national origin, religion, sex, sexual orientation, or age. Jokes or slurs with regard to another's race, color, national origin, religion, sex, sexual orientation, or age are in bad taste and will not be tolerated.

If you have a concern or complaint or simply want to discuss this policy in further detail, you should contact your supervisor. If you prefer not to discuss this matter with your supervisor or want the benefit of a further opinion, you are encouraged to consult any member of management.

14. CURRENT PERSONAL DATA

We have to maintain accurate information to pay you properly and to be able to reach you in an emergency. Should you move, have your telephone number changed, or want to change the number of exemptions you claim for tax purposes, make sure you notify the office as soon as possible. Even if you leave the company, it is a good idea to advise us of your new address so that we may send your year-end wage earning statement to the proper address.

15. PROMOTIONS

Past achievements and evidence of future potential are considered by management during the promotion process. Outstanding performance can be recognized and rewarded through promo-

tions to positions of higher pay and greater responsibility.

16. TERMINATION OF EMPLOYMENT

If you are going to leave us, give as much notice as possible, preferably two (2) weeks, so that we can make arrangements to replace you with a qualified and trained individual. Incidents that involve unsatisfactory performance or a specific and serious violation of work rules, could result in termination or other serious forms of discipline. Giddens Security Corporation reserves the right to pay you minimum wage on your last paycheck if you work forty (40) hours or less or do not provide a written two weeks notice.

II. OPERATIONAL STANDARDS

The performance of each employee is evaluated on a regular basis. The evaluations are made by the client and by our office staff. Field inspections are an important part of this evaluation process. Those who do not meet minimum performance standards will not keep their positions. Those who do not strive for excellence will not progress.

1. MINIMUM STANDARDS

These minimum standards must be met:

- a. Complete and neat uniform with your company ID card and all applicable licenses.
- b. Alert at all times while on duty.
- c. On time for shifts, rounds, etc.
- d. Minimum absenteeism and only with proper notification to the scheduler.
- e. No unexcused absenteeism.

- f. Performance of all routine client duties.
- g. Performance of basic administrative tasks.

You are, of course, expected to do more than adhere to these minimum standards if you are to progress.

2. LEGAL AUTHORITY

Security officers are not police officers. They have neither the training nor the legal authority of police officers. The authority security officers do have is granted only by the owners of the property on which they work. That authority ends when the security officer leaves the property, and only exists while the security officer is on his assigned shift. Police officers are trained and empowered to apprehend those who break the law. Security officers have the primary duty of preventing violations of the law and work rules on the client's property. In many cases their most important job is to detect dangerous conditions such as fire, leaking water, etc. When a security officer prevents the violation of a law or work rule or spots a dangerous condition and takes corrective action, he has done his job well. It is the job of police officers to apprehend lawbreakers.

Security officers will not sign arrest warrants, search and seizure warrants, or any other official document unless a company representative is present. They will not accept service of a subpoena for a client. Security officers do not have the power of arrest.

In any instance where the police or fire department are involved, a member of our management will be notified immediately and an Incident Report must be completed. In cases where an incident draws the attention of the news media, security officers are not to release any information. Public statements will be made by the management of the client company and this office only.

3. PERSONAL CONDUCT

The manner in which you conduct yourself while on duty and in the public's view, even while off duty, will affect the evaluation of our services. Listed below are some important reminders:

- a. Posture - Sit or stand in a manner that shows that you are alert and have respect for other people and their property. Never sit with feet placed on desk tops or other items of furniture. Do not lean against walls or railings.
- b. Impersonation of a law enforcement officer - You are not a law enforcement official, and the law specifically prohibits security officers from impersonating law enforcement personnel.
- c. Strong-arm tactics - Physical force is rarely, if ever required. If you must use force to protect yourself or the well-being of others, use the minimum amount of force required by the situation.
- d. Habits - Use good judgment when smoking or chewing gum. Do not chew gum if your job requires you to frequently speak with others. Do not smoke while around others or in unauthorized areas. Eat and drink only in assigned areas, and make sure you do not stain client furniture or leave a mess. Chewing tobacco is prohibited.
- e. Rumor Circulation - Do not participate in the circulation of rumors or gossip.
- f. Courtesy - Speak and act with professional courtesy at all times to all individuals.
- g. Restricted Activities - Do not engage in activities that are unrelated to your duties. Selling merchandise is specifically prohibited.
- h. Cleaness of Post - Maintain the guard post areas in a neat

and orderly state. Do not allow loitering.

- i. Personal Loans - You should never make or accept a personal loan involving client personnel.

4. PATROLS (ROUNDS)

On many assignments, security officers do not perform a task that allows their productivity to be measured. Many clients, therefore, require that tours of their property be made at specified times and that the tours be recorded through the use of a Guard Tour System or Guard 1 Pipe System. This allows the client to document "productivity" and in many cases is required documentation for fire insurance purposes. If rounds are not made or if the system does not record the rounds properly, we cannot document our productivity. This creates problems in that the client can say that we did not perform the required services. If a loss has occurred recently, they can claim that the loss is our responsibility because we were not productive. Although the client may be incorrect, we must be able to prove that our employees were doing their assigned jobs.

You must make all rounds and you must hit all "button" stations, or else document the reasons for missing rounds with ample justification. You must also report any malfunction of the guard tour system so that it can be repaired or replaced as quickly as possible. Any damage to the system should be reported immediately upon discovery. Rounds are never to be canceled without authorization of a company official.

Also remember that the rounds have a very definite purpose. They are to make sure that you are in a position on a frequent basis to observe developing problems, and to be observed by others, so that they will know that the property is protected.

you walk past a water leak and do not take corrective action, you have missed the entire point of rounds, and you have not

If you walk past a water leak and do not take corrective action, you have missed the entire point of rounds, and you have not performed properly.

5. THEFT

If you allow others to steal or if you should take something yourself, our service will not be productive and it will be terminated. You can also be assured that all reported losses are investigated and that you, as the assigned security officer, will be questioned because you failed to produce. If it is determined that you took anything or allowed others to take something, you may be prosecuted as well as terminated.

6. DAILY LOG REPORTS

The reports that you prepare are also one of the ways that the client evaluates your productivity. Daily logs are official, legal documents that can be used as evidence in court and arbitration hearings. Not filling out a report results in the appearance of no productivity. Guard service reports and all other required reports must be carefully and completely filled out in a legible manner. Anytime an event of significance is discovered that was not reported in guard reports, the client questions the value of our service. It is always better to report too much rather than too little. Entries in the daily log should be made at least hourly. Making repetitive log entries such as "all secure" and using Radio Ten-Codes on the daily log are unprofessional and should be avoided. Daily logs should not be pre-filled. If in doubt about what to report, call the office and ask. Daily logs can be picked up during office hours or requested from your supervisor.

7. CARE AND USE OF VEHICLES

If our duties involve the use of a vehicle provided by our company or the client, you are completely responsible for that vehi-

cle while you are using it. Keep the vehicle clean and treat it with care. Properly fill out any logs to aid the office in maintenance for the vehicle.

8. SEXUAL HARASSMENT

Section VII of the 1964 Civil Rights Act made it unlawful to discriminate because of gender. Since 1980, sexual harassment in the workplace has been illegal under Section VII. Equal Employment Opportunity Commission guidelines define two types of illegal harassment:

Quid Proquo This occurs when an employee is subject to unwelcome sexual advances and submission to them is made on the basis for firing, hiring, and advancement.

Environmental This occurs when any type of unwelcome sexual behavior creates a hostile work environment.

It is imperative that you understand the seriousness of this policy and the federal and state guidelines used to enforce this policy. It is the policy of Giddens Security Corporation. Sexual harassment comes in many forms. Some examples are as follows:

- * Unwelcome flirtations or advances whether they be physical or verbal.
- * Displaying sexually suggestive objects or pictures.
- * Explicit descriptions of personal sexual experiences.
- * Unwanted physical contact such as pinching, kissing or hugging.
- * Physical or sexual assault.

We do not take lightly the adherence to any state or federal policies relevant to sexual harassment. In addition, we expect all employees to maintain the same attitude. We will follow policy

protocol in dealing with such matters in order to maintain fairness and privacy for all parties involved. The following guidelines will be followed in the event of reported sexual harassment:

- a. Written records will be kept of all meetings related to any incident.
- b. Confidentiality will be maintained by all parties. Carelessness with confidential matters can be construed as a lack of seriousness.
- c. The plaintiff will be interviewed at which time he/she will provide a full description of the incident or incidents, including names of the alleged harasser and witnesses.
- d. A fair and objective interview will be held with the alleged harasser.
- e. Any and all witnesses will be interviewed without revealing information.
- f. A fair review of each party's motive, reputation, and history will be done.
- g. Any necessary action will then be taken.
- h. Follow-up meetings will be held to explain any disciplinary measures or to verify that further harassment has not recurred.

Remember, frivolous charges are injurious and potentially liable for slander. Make sure any and all measures are taken, if and when practical, to address something you might find questionable. However, ignoring actions is careless.

Your adherence to this policy is expected at all times. Make sure you protect yourself, whether you are the accused or the accuser, with documentation of all incidents.

9. TELEPHONES AND TWO-WAY RADIOS

Security officers normally have access to telephones since they may be needed in emergencies to contact the police or fire department. Their use is not to be abused. Personal calls are to be made only when they are essential and they are to be brief. Long distance calls are absolutely forbidden unless there is a personal emergency and the call is made collect or billed to the individual's home telephone. All clients receive a detailed printout showing all calls made from their telephones. These reports include: the date, time, length, cost, and telephone number called. With this information, a call can be traced to a specific person. Security officers who abuse the use of client telephones or company cell phones will be terminated, and they will be charged for any unauthorized calls.

Use of personal cell phones should be brief and limited to calls/messages that are necessary. Time spent on your personal cell phone is time taken from the client and hinders the performance of your duties as a security officer. If personal cell phone use is abused, it can lead to disciplinary action or termination.

If your duties require you to use a two-way radio, you will be instructed in its use and in proper radio procedure. Radios are very expensive and must be treated with great care.

10. UNSATISFACTORY PERFORMANCE

You may be provided with a listing of performance areas and the disciplinary measures that can result. For added emphasis, listed below are rule violations that may lead to termination. This list is not exhaustive and is subject to change without notice.

- a. Sleeping on post.
- b. Drinking or being under the influence of alcoholic beverages, medication or drugs while on duty.

- c. Possession of alcoholic beverages while on duty.
- d. Damage to property to include Guard Tour System, radio, cell phone or telephone.
- e. Unauthorized use of motor vehicles.
- f. Unauthorized use of client property.
- g. Unauthorized use of personal radios, TVs, cell phones, laptops, iPods, etc.
- h. Entry in unauthorized areas.
- i. Possession of unauthorized weapons like guns, chemical agents, and nightsticks.
- j. Bringing or allowing unauthorized individuals on post.
- k. Unauthorized presence of personal pets.
- l. Involvement in personal relationships with client employees while on post.
- m. Unauthorized use of client telephones.
- n. Leaving the client's property exposed to loss by careless handling of keys or abandoning post.
- o. Tampering with the clients' alarm systems.
- p. Use of prescription drugs that limit performance.
- q. Washing or repairing personal vehicles while on duty.
- r. Parking your vehicle in unauthorized areas.
- s. Smoking in unauthorized areas or company vehicles.
- t. Failure to perform rounds or other specified duties.
- u. Sexual harassment.
- v. Taking unauthorized photos or videos of client or company property or sharing client or company information of any kind on social media networks.

III. CODE OF ETHICS FOR SECURITY OFFICERS

In recognition of the significant contribution of private security to loss and crime prevention, as a security officer I pledge:

1. To accept the responsibilities and fulfill the obligations of my role; protect life and property; preventing and reducing losses and crimes against my employer's business, or other organizations and institutions to which I am assigned; upholding the law; and respecting the constitutional rights of all persons.
2. To conduct myself with honesty and to adhere to the highest moral principles in the performance of my security duties.
3. To be diligent and dependable in discharging my duties and to uphold at all times the laws, policies, and procedures that protect the rights of others.
4. To observe the precepts of truth, accuracy and description without allowing personal feelings, prejudices, and animosities or friendships to influence my judgments.
5. To report to my supervisor, without hesitation, any violation of the law or of my employer or client's regulations.
6. To respect and protect the confidential and privileged information of my employer or client beyond the term of my employment, except where their interests are contrary to the law or to this Code of Ethics.
7. To cooperate with all recognized and responsible law enforcement and government agencies in matters within their jurisdiction.
8. To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.

9. To strive continually to improve my performance by seeking training and educational opportunities that will better prepare me for security duties.

IV. IMPORTANT TELEPHONE NUMBERS

Fill in the blanks below in pencil and you will have a summary of important telephone numbers. Change the numbers as necessary. Put a list of these numbers in your wallet. You may forget your book but you should not forget your wallet.

Company Office : _____

Fire Department : _____

Police Department: _____

Ambulance Service: _____

TELEPHONE NUMBERS

NOTES

Lined area for notes on page 27.

NOTES

Lined area for notes on page 28.

NOTES

Lined area for notes on page 29.

Unarmed Class D

Security License number: _____

Date issued: _____

Armed Class G

Security License number: _____

Date issued: _____

GIDDENS SECURITY CORPORATION

528 South Edgewood Avenue
Jacksonville, Florida 32205
(904) 384-8071
www.GiddensSecurity.com



528 S. Edgewood Avenue
 Jacksonville, FL 32205
 904.384.8071 or 1.888.844.4345
 Fax: 904.389.9931
 info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Uniform and Equipment Policy

All security officers provided by Giddens Security will be clean, neat, and professional at all times throughout the duration of the contract. Giddens Security will furnish each officer with uniforms which shall always be worn while performing services under the contract. Each uniform will prominently display our company name. At no time will an officer be on duty without the required uniform. **Uniforms are issued to our security officers at no charge to the security officer and are replaced when needed at no cost to the officer.**

The appearance and safety of our workforce is critical. Giddens uniforms make a statement of authority, are functional, and reflect a professional image. Giddens Security Officers are equipped with the necessary uniforms and equipment to properly perform their assigned job duties. Giddens Security offers clients a choice of blue or white shirts. Polo Style shirts are also available in various colors, as well as client specific uniforms. Each security officer receives the following upon assignment:

- 5 Shirts (Properly marked according to the Florida Department of Agriculture and Consumer Services, Division of Licensing with a Giddens Security Corporation patch clearly displayed on the left sleeve, a chest badge identifying the individual as a security officer, and an American flag on the right sleeve.)
- 5 Slacks
- 1 Bomber Jacket
- 1 Lightweight Jacket
- 1 Set of security officer lapel pins
- 1 Name plate
- 1 Security Officer hat or ball cap
- Metal Security Badge
- Duty Belt with holster and accessories
- Glock Model 17 firearm (if armed)
- Other items provided include ties, rain gear, whistles.





528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

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Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Our corporate office is stocked with thousands of uniforms. We also maintain a stock of uniforms and equipment at each Branch Office. All uniforms are furnished by Giddens Security and are updated annually or on an as needed basis. Giddens Security Officers displaying outstanding uniform appearance are eligible for a monthly bonus as well as their name displayed on a plaque in the corporate office.



Giddens Security has a warehouse in its corporate office in Jacksonville stocked with thousands of uniforms and all equipment necessary to properly outfit its security officers.





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The polo style uniform can be provided in various materials and color options. Gray is pictured below.



Blue or White formal shirts are also available.





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Training Programs

The majority of all licensed security officers working for any company in the Northeast Florida area are graduates of Giddens Security Corporation's Training School. We train every week. Giddens Security Corporation is one of the only security agencies in Florida with a State-licensed armed and unarmed security officer training school with its own gun range.

Not only are our instructors certified to train unarmed "D" and armed "G" officers, but we also offer training in handcuff certification, tactical baton defense, personal body protection, concealed weapons permit, CPR certification, First Aid, AED certifications, shotgun certification and X-Ray control screening. Giddens Security delivers the full spectrum of security education, and we develop new curriculum and materials to meet our clients' specific needs. **Our licensed schools allow us first choice of recruitment for personnel.** All our personnel will be properly trained to perform their duties efficiently and effectively.

Giddens Security Corporation maintains five state-certified training schools in Florida in Jacksonville, Ocala, Tallahassee, Fort Myers, and West Palm Beach. We utilize a curriculum certified by the Florida Division of Licensing and the Florida Department of Education. It is a fact Giddens Security Corporation's Training School is the longest running security school in the State of Florida.

Our training school's mission is to instill a professional pride in our students, which is then reflected in their appearance, attitude, and performance. Students are trained in a wide range of general subjects as well as site-specific security requirements for each assignment. Moreover, all security officers receive classroom refresher courses as well as on-site training prior to their placement. Our training school even provides training to other security agencies and in-house operations.

We have six full time DI instructors on staff in Jacksonville and two full time CPR/AED instructors on staff in Jacksonville. Our instructors have backgrounds in law enforcement, corrections, security, and/or the military. All Giddens officers assigned to Nassau County will be trained in person at our training school in Jacksonville. While online training modules have become a platform for officer training throughout the industry, Giddens Security Corporation firmly believes that our instructor-led classroom and on-the-job training is the only way to adequately prepare officers for any scenario that may arise while on duty. Our in-house training instructors serve as a last-line quality control measure, observing their students' behavior, attentiveness, and attitude to ensure that only the most adept, personable, and professional candidates represent Giddens Security Corporation.

Our training school is also a Firearms Training Center. These armed courses are taught by "K" Licensed Gun Instructor, Kyle Ervin. Kyle is certified by the National Rifle Association as a police



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pistol instructor. He is also a certified police officer. Our own gun range is located west of Jacksonville, and we also utilize an indoor gun range in Orange Park.

To graduate from our Firearms Training Center, armed security officers must complete 28 hours of classroom training and complete and pass gun range training. They must pass a written exam and a firearms course. Armed security officers are also required to pass a physical and a psychological exam. Students that pass the final exam and range qualifications are given proof of completion in order to get their Class "G" Statewide Firearms License. Some topics covered in this course are:

- Firearms Safety and Mechanics
- Civil Liability and Use of Force Issues
- Handgun Marksmanship
- Care and Maintenance of Firearms
- Various other topics such as reloading with the magazine / speedloaders, gun malfunctions, drawing the firearm, proper shooting stance, types of ammo, and Proper use of the firearm while on duty.



Other classes taught include handcuff certification, tactical baton defense, personal bodyguard protection, concealed weapons permits, CPR and AED certifications, First Aid, shotgun certification, and control screening with X-Ray and metal detection equipment.





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Pictured above is a Giddens Instructor teaching proper methods in hand-held metal detection in our training building in Jacksonville.

Pictured below are students completing the gun range qualifications for their Class G Statewide Firearms License on our own gun range west of Jacksonville.





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Security Officer Training for Nassau County

Each security officer shall complete all required training courses as mandated by the State of Florida. During employee processing, all new hires receive a packet of information and an employee handbook. The hiring manager goes over one-on-one with the new hire how the schedule and payroll system and processes work. The officer is introduced to our management staff to include our schedule team and payroll team. Our payroll team is managed in house by Amy Koon, who has been employed by Giddens Security since 1998. Our Director of Personnel, Amanda Black, and her team meets all new hires as well.

Prior to assignment of duty as a security officer at any Nassau County site, each security officer will complete forty (40) hours of training covering information about Giddens Security Corporation, Nassau County site specific information and orientation, and basic security training related to general building and site-specific issues. Our standard curriculum below will be tailored to the County's specific needs:

Day One:

Chapter 493, Florida Statutes and Florida Administrative Code - 2.0 hrs.

- Video - "Introduction to Security"
- Lecture: Chapter 493, Regulations
- Video - "Importance of the Security Officer"
- Lecture: Florida Administrative Code

Legal Issues: Liability - 2.5 hrs.

- Video - "Legal Issues"
- Lecture: Laws and Common Crimes, Response to Crimes in Progress, Use of Force, Personal Searches

Basic Emergency First Aid - 2.0 hrs.

- Video - "First Aid"
- Video - "Blood Borne Pathogens"
- Lecture
- Video - "CPR, Choking and AED"
- Lecture

Emergency Procedures - 1.5 hrs.

- Video - "Emergency Situations"
- Lecture: Fire and Bomb Evacuations, Natural Disasters, Electrical Failures, Riot and Protests

Ethics and Professional Conduct - 2.0 hrs.

- Video - "General Duties"
- Lecture: Section 1.01 Uniform and Appearance, Discipline
- Video - "Sexual Harassment"



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- Video - "Human and Public Relations"
- Lecture: Code of Ethics, Alertness, Readiness, etc.

Day Two:

Access Control - 1.0 hr.

- Video – "Control Screening Techniques – X-RAY and Wanding"
- TWIC – Info found on 24-hour PowerPoint
- Lecture

Patrol Techniques - 1.5 hrs.

- Video - "Patrol"
- Video - "Parking Patrol"
- Video - "Parking Lot"
- Lecture: Mobile Patrols, Purposes of Patrols, Fire Watches, etc.

Observation Techniques and Report Writing - 3.0 hrs.

- Video - "Report Writing"
- Lecture: Report Elements, Observation Techniques, Characteristics of a Good Report, Importance of Proofreading
- Fill out a sample report

Interviewing Techniques - 1.0 hr.

- Video – "Interviewing at the Scene"
- Lecture

Fire Detection, Suppression and Life Safety - 1.5 hrs.

- Video - "Fire Prevention and Control"
- Video - "Fire Apparatus and Responsibilities"
- Video - "Fire Alarm and Extinguishers"
- Lecture

Crime and Accident Prevention Techniques and Practices - 2.0 hrs.

- Video – "Disaster Management"
- Video – "Accident Avoidance"
- Lecture: (Could show Hostage Situation)

Day Three:

Crime and Accident Scene Protection - 1.0 hrs.

- Video - "Security Officers Role in a Crime"
- Video - "Crime Scene Containment"
- Lecture

Terrorism Awareness - 2.0 hrs.

- Video - "Terrorist Patrol"



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- Lecture: National Threat Levels, Role of Security Officer, History and Definition Of Terrorism, etc. (Can use one of the downloaded videos on computer)

Public Relations - 1.0 hr.

- Video - "Public Relations"
- Lecture: Firefighter and EMT Interaction, Relations with the Media, etc.

Courtroom Procedures - 1.0 hr.

- Video - "Avoiding Lawsuits"
- Lecture

Fundamentals of Personal Security - 2.0 hrs.

- Video - "Use of Force Continuum"
- Lecture: Defusing Hostility, Responding to Violent Crimes, Weapon Safety
- Following Post Orders

Interpersonal Communications - 2.0 hrs.

- Video - "Fit for Duty"
- Video - "Being Assertive Without Being Rude"
- Video - "Tactical Communications"
- Lecture

Day Four:

Professional Communications - 1 hr.

- Video - "Radio and Phone Communications"
- Video - "Dispatch Operations"
- Lecture – Written and Verbal Communications

Traffic Direction - 1.0 hr.

- Video - "Traffic Safety"
- Lecture: Conduct Demo

Crowd Control - 1.0 hr.

- Video - "Event Security"
- Video - "Crowd Control"
- Lecture

Special Problems for Security - 4.0 hrs

- Video - "Defense Tactics"
- Video - "Controlling Aggressive Individuals and verbal de-escalation"
- Video - "Interacting with Disturbed Individuals"
- Video - "Sexual Harassment" (On computer under favorites)
- Lecture

Terrorism Awareness - 2.5 hrs.

- Video - "Terrorist Patrol"



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- Lecture: National Threat Levels, Role of the Security Officer, Threat and Security Awareness.

Course Overview and Examination 1.0 hr.

On the Job Training

In addition to the above orientation training, all Giddens personnel assigned to Nassau County will receive a minimum of 16 hours of on-the-job training. This training will focus on application of classroom-taught material and assignment-specific security needs for each post. During this initial OJT period and prior to the officer making independent judgments and functions per the post orders, the account manager will monitor the new officer. Our supervisory personnel are instructed to observe and check frequently the performance of officers, paying attention to newly hired officers. This is to assure the officer knows, understands, and demonstrates the job requirements and procedures. The supervisor provides instruction and practical guidance to the officer and annotates the officer's training records with significant observations and notes any deficiencies to be corrected.

We will conduct all training in our proposal and commit to being held accountable. As an example, in May 2020, auditors from the US Property & Fiscal Office (USPFO), Florida National Guard, spent a week in our corporate office inspecting all officer files for the Department of Military Affairs contract to confirm all training requirements are being met. The auditors made no findings.

Upon request throughout the term of the contract, Giddens Security will submit to Nassau County, for review, a complete file on each employee to be assigned to work under this contract. Said file shall contain copies of but not limited to, the following documents: medical examination, training test results and certifications, proof of education, firearm licenses, state guard licenses, background records and resume to show that he/she is qualified for a position at Nassau County.

On-Going Officer Training

Giddens Security Corporation commits each officer will complete eight (8) hours of training annually.

The topics covered during the recurring training are:

- Incident Response
- Customer Service
- Conflict Management
- Report Writing
- Interpersonal skills
- Incident Investigation
- Crime prevention
- Handling threatening/hostile individuals
- Fire Prevention
- Observational skills
- Effective Patrol Techniques
- Domestic and International Terrorism
- Rules for Use of Force
- Basic First Aid
- CPR



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Armed Officers

All our armed officers will complete four (4) hours of firearms refresher training on a gun range every 6 months. This training is at no charge to the officer. Ammunition is provided at no charge to the officer. This requirement exceeds Chapter 493, Regulations of one annual requalification.

Our Commitment

Giddens Security Corporation will perform all training obligations and functions in a professional and businesslike manner. All areas protected under the contract will be maintained in a secure condition. As in all our contracts, Giddens Security Corporation uses its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the users of the property. Proper training is very important in a security operation, now more than ever. We have the qualifications and resources needed.

Supervisor Training

The account manager and site supervisors will be kept current with industry trends and will stay informed of new types of threats as they appear. Knowledge accumulated from our operations at our other contracts will be included in both the initial training and recurring training. The account manager and site supervisor will stay informed of the Post Orders and requests from the appropriate representatives regarding changes in procedures and will incorporate any changes indicated and/or required into daily operations.

Any candidate for a supervisor position with Giddens Security Corporation is interviewed by the management, including Darrell Giddens and Adam Giddens. After the initial screening of the candidate, if the candidate is chosen for the supervisory role, he/she will complete supervisor training. We utilize three Fred Pryor Seminars for supervisor training:

One-Day Seminar

Making the Transition from
STAFF to SUPERVISOR

Successfully adjust to the changing expectations
of your boss, peers and subordinates

YOU'LL LEARN:

- ▶ Identify your personal roadblocks to leadership success and rid yourself of them forever!
- ▶ Take on a new position of authority without coming across as bossy, smug or domineering
- ▶ Master six critical steps to help you shift your mental focus from staff member to supervisor
- ▶ Avoid the most common pitfalls involved in this type of transition
- ▶ Recognize and manage the different work/ personality styles of your employees
- ▶ Build trust and gain respect through your new relationships
- ▶ Improve your communication skills — essential for every effective manager!
- ▶ And much more — see pages 4-5 for more details on what you'll learn

ENROLL TODAY!

Call 1-800-556-2998	Online www.pryor.com
Fax 913-967-8849	Mail Fred Pryor Seminars P.O. Box 219488 Kansas City, MO 64121-9468

FRED PRYOR SEMINARS
This course qualifies for CPE credits. See details on page 6.

Enroll Today!

One-Day Seminar

How to Supervise People

Required skills every leader must have

You'll be able to:

- ▶ Unify employees into a smooth-running, productive team, despite differences in personality, background and age.
- ▶ Find the delicate balance necessary to effectively oversee friends and former peers.
- ▶ Create a positive environment where everyone can succeed.
- ▶ Identify difficult employees and handle them easily, appropriately and swiftly.
- ▶ Harness technology to facilitate better communication and performance.
- ▶ Give constructive criticism that won't be taken personally — by even the most sensitive employee.
- ▶ Originate project plans and set goals that your team will support.
- ▶ Control absenteeism and tardiness.
- ▶ Develop a keen sense of timing for taking corrective action or firing an employee — and know the legal implications of your decisions.
- ▶ Best of all, gain confidence and win the respect of your boss, peers and team members.

EXPRESS CODE 910620 • Enroll Today pryor.com
This course qualifies for CPE and PDCE credits. See details on page 7.

FRED PRYOR SEMINARS

AN INNOVATIVE ONE-DAY SEMINAR!

LEADERSHIP TEAM-BUILDING AND COACHING SKILLS FOR MANAGERS & SUPERVISORS

Gain winning strategies for
leading your team to excellence



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Course 1 is “Making the Transition from Staff to Supervisor.” This course is useful when a security officer is being promoted into a leadership role. This course teaches the following:

- Identify your personal roadblocks to leadership success
- Take on a new position of authority without coming across as bossy, smug or domineering
- Master six critical steps to help you shift your mental focus from staff member to supervisor
- Avoid the most common pitfalls involved in this type of transition
- Recognize and manage the different work/personality styles of your employees
- Build trust and gain respect through your new relationships
- Improve your communication skills — essential for every effective manager

Course 2 is “How to Supervise People.” All candidates for supervisor complete this course. This course teaches the supervisor the following:

- Unify employees into a smooth-running, productive team, despite differences in personality, background, and age.
- Find the delicate balance necessary to effectively oversee friends and former peers.
- Create a positive environment where everyone can succeed.
- Identify difficult employees and handle them easily, appropriately, and swiftly.
- Harness technology to facilitate better communication and performance.
- Give constructive criticism that won’t be taken personally — by even the most sensitive employee.
- Originate project plans and set goals that your team will support.
- Control absenteeism and tardiness.
- Develop a keen sense of timing for taking corrective action or firing an employee — and know the legal implications of your decisions.
- Best of all, gain confidence and win the respect of your boss, peers and team members.

Course 3 is “Leadership Team-Building and Coaching Skills for Managers and Supervisors.” This course helps the supervisor learn and expand on

- Effective communication
- Motivating
- Counseling



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Weapons Screening Training

When our security officers are stationed at controlled entrances, they complete **classroom and hands-on control screening training and simulator software training on X-Ray screening prior to placement.** Recurrent training will occur on an as needed basis, or semiannually.

Giddens Security utilizes software purchased from Safe Passage International. This company is a global supplier of computer based and web-based training programs for the aviation, judicial, maritime and general security industries. Giddens Security has experienced success with this training software, utilizing it for our security officers assigned to the Flagler County Courthouse, Marion County Courthouse, Jacksonville International Airport, Clay County Courthouse, St. Johns County Courthouse, Hendry County Courthouse, three Brevard County Courthouses, City of West Palm Beach, City of Tallahassee, City of Fort Myers, City of Riviera Beach, and others.



After an overview of radiation safety, terrorism awareness, and “safety through screening,” this specialized training begins with the Security Checkpoint Training Course. This course is designed to help the security officer prepare to work at a security screening checkpoint. The Security Checkpoint Training Course details the process to be used while screening individuals and their belongings. The security officer is taught how to use detection equipment such as X-ray systems,



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hand-held and Walk-through Metal Detectors. The security officer also learns how to physically search individuals and their belongings to ensure that dangerous and prohibited items are detected during the screening process.

Curriculum of the Security Checkpoint Training Course

- Unit 1 – Introduction
- Unit 2 – Checkpoint Structure and Operation
- Unit 3 – Screening an Individual
- Unit 4 – The X-ray System
- Unit 5 – The Baggage Screening Process
- Final Exam



After completion of the Security Checkpoint Training Course the security officer completes two courses designed specifically for the equipment, he/she will be operating. These courses simulate, on a computer, the exact functions and operations of the unique screening equipment. The operator course provides the security officer with the skills necessary to operate the equipment. The simulator course teaches the security officer how to evaluate and analyze an X-ray image. Below is an example of the curriculum of the Smiths HI-SCAN operator course and the Smiths HI-SCAN Simulator Course. The Smiths HI-SCAN is a common X-ray machine used at most airports and courthouses.

Curriculum of the Smiths HI-SCAN Series Operator Course

- Unit 1 – Introduction
- Unit 2 – X-ray Screening
- Unit 3 - HI-SCAN Basic Operation
- Unit 4 – Viewing Bag Images
- Unit 5 – HI-SCAN Advanced Operation





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- Final Exam

Curriculum of the Smiths HI-SCAN Series Simulator Course

- Unit 1 – Introduction
- Unit 2 – X-ray Interpretation Practice
- Review Sessions
- X-ray Interpretation Final Exam




Unit 3 - HI-SCAN Basic Operations

Section 4 - Scanning Bags

Some general tips to keep in mind that will help you avoid problems when scanning bags and items include:

- Tip number one: Always place bags and items in front of the lead curtains. You should never place your hands or other body parts inside the inspection tunnel.
- Tip number two: Larger bags and items should be placed on the conveyor only when it is stopped. This will prevent the item from dragging you or other items into the inspection tunnel.
- Tip number three: Place bags and items in the middle of the conveyor. This will provide the best possible X-ray image.



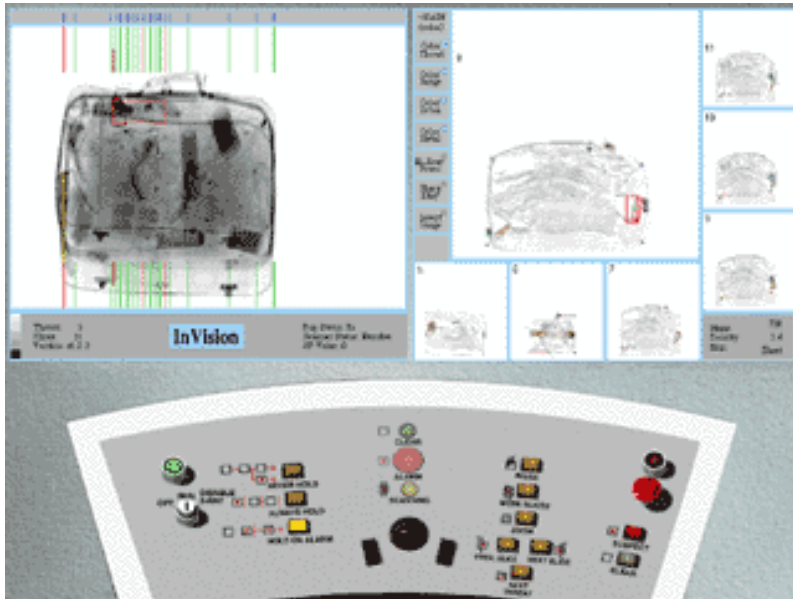
Click and drag to zoom.



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Practice Makes Perfect

- Students can practice their x-ray interpretation skills using an on-screen simulation of the machine. The x-ray image library in the simulation contains both innocent and threat items. The student is exposed to threat items that include guns, knives, explosives, sharp objects, and Improvised Explosive Devices (IED). Students improve their skills by advancing through three levels of difficulty based on bag complexity and orientation of the threat.
- As students work through practice sessions a sophisticated algorithm monitors and tracks actions and decisions made for each image. Upon completion of practice sessions the algorithm determines if the student had difficulty correctly responding to any X-ray images. Based on the student's performance, subsequent practice sessions are tailored to meet the specific training needs of the student. This leads to more efficient and effective training, which results in higher detection rates and lower false alarm rates.

Ongoing X-ray Interpretation Training

- Our software's x-ray image library contains a large number of threat items. The key to high hit rates and low false alarm rates is to have the skills to effectively recognize real threats. To do this a screener must develop knowledge of what a wide variety of threats look like under X-ray. The more different types of threats a screener sees during training, the better prepared he will be to identify these threats in an operation setting. Giddens Trainers also tailor training sessions to focus on specific threats of concern. The large image library of threats and the adaptive algorithm provide an effective way for Giddens Trainers to continually increase the detection skills of screeners.



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Operational Functions and Scheduling

Local Support 24/7

Unlike security firms that utilize an answering service for after-hour phone calls, Giddens Security Corporation has always utilized its own in-house dispatch service. Our dispatchers are always available to serve as the implementation link between the client, post supervisor, patrol supervisor, and our office. Our clients may call 1-888-844-4345 or 904-384-8071 at any time and reach an employee of Giddens Security. With our team of supervisors and dispatchers, Giddens Security has the capabilities and resources to promptly respond, on-site, to the client for any situation that may arise, day or night.

Supervision and Accountability

Giddens Security provides 24-hour supervision by way of our area supervisors. Supervisors set the standard for security officers as experienced, trained professionals. To assist in the event of an emergency, area supervisors will be trained at all positions. The supervisors will have the responsibility and accountability to:

- Provide emergency backup for security officers in the field.
- Ensure proper appearance and training of the security officers.
- Maintain communications between security officers.
- Perform random, unannounced, patrols at various sites.
- Enforce company policies by utilizing officer inspections and disciplinary action reports.
- Support dispatch and office personnel when locating a replacement officer.
- Review the security program on a continual basis.
- Administer on the spot corrective action to any employee if required.

Daily supervisor meetings are conducted with management to cover such topics as safety awareness in the field, update and discuss any policy changes, and nominate security officers for monthly bonuses for appearance and conduct.

Giddens Security also utilizes the “Guard 1 Pipe System” and will provide this at your site. This is a computerized security data recording system that can provide reports showing the times a security officer went on or off duty and his/her rounds made. Computerized printouts of the “Guard 1 Pipe System” can then be sent to clients. This information provides computerized proof that the officer did rounds and was onsite. There can also be an “alert button” the officer is required to hit every so often to ensure he/she is active.



Reporting Plans and Procedures

Documents currently used by our security personnel include daily logs, incident reports, and client specific forms. These forms include visitor logs, vehicle logs, and equipment logs. Computer software is also utilized. All of our security officers will be properly trained on the software prior



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to working a shift alone. Customized forms can be created in conjunction with client procedures. All daily logs can be provided to the client as well as our office on a daily basis. Incident reports are written whenever items of significant importance occur and are provided in duplicate to both the client and our office.

Scheduling and Maintaining Coverage

Our schedule management plan is best achieved by proactive and involved management, including owners Darrell Giddens and Adam Giddens. Quality performance will be maintained through placement of the right personnel, initial and ongoing training, and continuous communication between management and on-site supervision.

Having been in business since 1982, Giddens Security Corporation has 42 years of experience in planning and preparing the fulfillment of contractual requirements to the client. Our Director of Personnel, Amanda Black, has been employed by Giddens Security for over 9 years and oversees all scheduling and operations. She is a graduate from Florida Coastal School of Law. Along with our experienced team in schedule management, we utilize Team Software. Team Software is a holistic financial, operations and workforce management software solution. Team Software is an industry-specific ERP designed specifically to help security contractors better manage their businesses. The software includes time and attendance and employee self-service add-ons along with a comprehensive API management portal. With our team of qualified scheduling and management personnel 24/7 and state of the art software, no post will go uncovered.

Scheduling during, and outside of normal business hours

During normal business hours, scheduling is done by a team of employees in our corporate office in Jacksonville Monday through Friday 8am-5pm.

Outside of normal business hours, we have dispatchers working in our Jacksonville office 24/7 along with armed road supervisors 24/7. In addition, our schedule team rotates an on-call office staff member to be reached by our in-house dispatchers if they are having difficulty in covering a post. The on-call scheduler and our 24/7 dispatchers can be reached by any member of our management team to include account managers and site supervisors. Our armed road supervisors will be trained to stand post at Volusia County sites in the event a regular officer is not available to cover due to another officer's absenteeism. If an officer does not show up for a shift afterhours, our in-house dispatcher will be alerted by the scheduling software. If the off going officer is unable to holdover while a replacement is dispatched, the dispatcher will send an armed road supervisor to the post while he/she works on covering the shift. The road supervisor can hold the post if needed.

Using our automated real-time, schedule system through Team Software, we are able to capture the arrival and departure times of security officers via GPS (geo fence) location to deliver precise timekeeping, reduced administrative activities, and accurate officer pay and client invoicing. Our management team is quickly notified if a security officer has not arrived on time, and it provides qualified replacement officers to be dispatched.



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Timekeeping and Clocking in and Out

Timekeeping is automated and through our ERP software. Giddens Security utilizes systematic safeguards to assure officers are checking in/out of their posts on time through eHub, an app provided with our ERP Team Software. Depending on the location of our clients' sites, our officers can clock in and out via onsite telephone, computer, or with their smart phone device with app and GPS. Should an officer fail to check in within the allotted time frame an automated notification is sent to the designated supervisor(s) and scheduler(s). As mentioned, we maintain an inhouse staff 24/7 of dispatchers and schedulers at our Jacksonville office that are watching the software constantly and in real time and are immediately notified of any schedule variances.

“eHub Mobile is an employee and customer self-service app built for security industries. eHub Mobile gives instant access to critical information needed on site, any time. From schedules, work tickets and timekeeping for employees to job site and billing information for customers, eHub Mobile puts workforce and customer management tools right in your pocket.”

Posting Open Shifts and Shift swapping

In addition to our management and scheduling team in our Jacksonville office communicating with officers, our ERP software has a self-scheduling feature, the “Job Board”, which allows employees to claim open shifts, post shifts for others to claim, or swap shifts with other employees all within the eHub mobile and web apps. The Job Board puts more scheduling power into employee's hands, providing better flexibility for when they need adjustments to their schedule without the need to reach out directly to a supervisor or scheduler. The Job Board executes necessary compliance and exception testing for all actions, and automatically notifies supervisors when changes occur. Employees are prevented from claiming or swapping shifts that would cause exceptions, such as compliance or overtime, ensuring schedule coverage is accurate. As a rule, there is a human element by management in our Jacksonville office when shift swapping takes place. Management receives the alert and will review the swap for approval.

Time off

The time off request feature lets employees submit requests for time off for supervisor approval in eHub Web, making the time off management process more efficient and helping to reduce the paying of unearned benefits. Employees can request PTO or unpaid time off through the app. In addition to the app, employees can call our number 24/7 and reach a representative at our office that can assist with requesting time off or to inform if they are calling out. As a rule, there is a human element by management when a time off request is made. Management receives the request and will approve or deny, but also always calls the officer to discuss the reason for the request, date(s) off, and return date to work so there is no confusion.

The benefits of utilizing Team Software

- We can see where our officers are at all times during all shifts. Technology options are GPS, geo-fences, beacons, QR codes, and near field communication (NFC).
- We can see our security operations, every shift, and every activity, in real-time using the “Command Center.”



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

- We have a full view of our workforce and receive updates as they happen allowing us to immediately catch and correct missed patrols, receive incident information and more. Our officers can record tasks and security activity from the field using the mobile app or easy-to-use, customizable forms. Submitted data populates reports in real time.
- Officers can submit daily activity and incident reports on the mobile app and attach photos and notes to improve quality and communication. This also allows us to create, update and assign incidents from the “Command Center.” We can stay informed with automated emails as new incidents are reported. We can generate on-demand, client-friendly reports.
- We can ensure security and quality standards with mobile audits and officer inspection forms. The software allows us to attach photos and notes, then confirm information with a digital signature capture.
- We know whether our officers are on-site and on time through the mobile app’s time-and-attendance features to start and end shifts. As part of the ERP software, this increases our efficiency by seamlessly integrating timekeeping events, including shift breaks and meal breaks, with ready-made payroll information.
- Missed tours, exceptions, inspections, or duress alerts — we are always in-the-know with notifications and a real-time activity feed in the mobile app or “Command Center.” We can set up mobile or email alerts to save time and see the activities that are most important.
- If an incident happens, our officers can simply hit a duress button within the app. Designated responders are alerted immediately via email or push notifications.
- The software allows us to continuously improve our security operations with dashboards and reports that show what’s going well and what issues need to be fixed. Then adjust, view results and repeat.

Above all software and technological advances, the key to our success in scheduling is a dedicated management team in our office that are involved in the day-to-day operations of the company.

Attached are two flyers about Team Software for your review.



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904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
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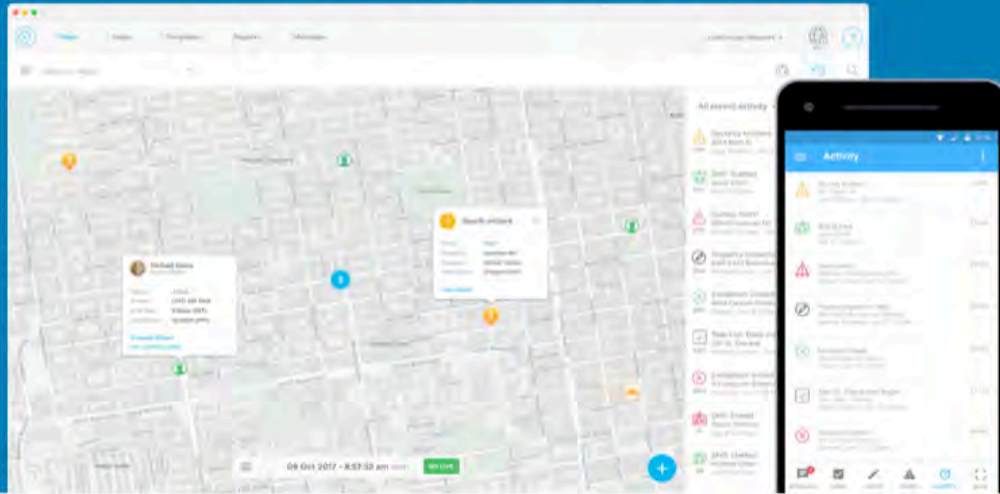
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Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee



Managing your security workforce just got easier.

A guard tour system that uses GPS, IoT sensors and automation to help you reduce costs, increase safety and improve service delivery.



Real-Time Positioning and Live Maps

Continuous tracking of guards using GPS, QR Code and Bluetooth positioning.



Duress and Notifications

Mobile duress and emergency communication and notifications.



Mobile Forms and Activity Reports

Capture activity logs, incident reports and officer inspections via simple mobile forms.



Analytics Dashboard and Reports

Dashboards, automated daily activity reports and on-demand data exports.



Messages and Alerts

Group and individual messaging and alerts for improved team communication.



Mobile Time & Attendance

Ensure guards are at the right location for their correct shift time.



Integration with WinTeam

Integrate seamlessly with the security industry's only all-in-one ERP solution. Includes synced timekeeping information, synced employee/user and job/location information and much more.

A Mobile-First Guard Tour Solution

- Ensure your people are on site and tours are complete.
- Receive daily activity reports delivered to your inbox when you want them.
- Provide mobile tools that improve the safety and productivity of workers.
- Improve customer satisfaction with automated reporting and alerts.

Ready to transform your security operations?

teamssoftware.com | 800.500.4499 | sales.northamerica@teamssoftware.com



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OUR BUSINESS + THE RIGHT TOOLS = SUPERIOR CUSTOMER SERVICE

By using integrated, industry-specific technology from TEAM Software to run our business, we can focus on providing you the best possible service through efficient processes, quality work, powerful scheduling features and convenient customer tools.

How it works.

Smart integration. That's the back-bone of our technology platform. By connecting our financial, operations and workforce management components, we're able to maximize our efficiency and streamline our processes from back-office administration to our field-based workforce, where it matters to you the most. Our cloud-based web and mobile solutions were built specifically for security contractors. That means we have a technology platform tailored to the services we provide and the service you expect.

How that benefits you.



Efficiency through integration.

Integrated financial and operation components deliver timely, complete and accurate information and that drives transparency and accountability from our office to yours.

- » Fewer manual processes and less data entry help us manage our time effectively.
- » Thorough customer information is tied to jobs, billing and other operational factors .
- » Lower overhead keeps our prices competitive.
- » Automated processes help us maintain customized, accurate and timely billing for your site based on operations information that's integrated with our financials.



Quality work guaranteed.

We'll prove we're meeting our high standards and our contractual commitments to you.

- » We use Checkpoints, customized question-and-answer lists, to evaluate job posts, officers and even your satisfaction.
- » Access Checkpoint results through our web and mobile customer self-service portal. You can even complete a Checkpoint yourself.
- » We're notified of deficiencies immediately, so we can review and correct them quickly.
- » Empowering our employees through open, accessible communication increases confidence and accountability, leading to better results.



Powerful scheduling features.

We confirm the right people are working the right site at the right time. Every time.

- » Know who's working on your site and when with access to employee schedules online or on mobile. Review complete employee rosters online.
- » Real-time attendance monitoring allows us to respond to attendance issues quickly with alerts and notifications customized to your site.
- » GPS location, biometrics, voice verification and caller ID features guarantee we know exactly where our employees are and when.
- » On-the-go scheduling allows us to fill open shifts quickly and schedule additional staff so you always have the coverage you ask for.
- » Tracking compliances, like training and licensures, certifies we always send an officer who meets the post requirements for your site.



Convenient tools.

Anytime, anywhere access to the information you want through our customer self-service portal online or on the mobile app.

- » Have invoices with at-a-glance totals, employee names and shift information delivered straight to your inbox or view the last 18-months' worth on the portal.
- » Access employee roster, compliance and scheduling reports online or review schedules on your mobile device.
- » Communicate directly with us on items like staffing requests, invoice questions or other issues.
- » Get the latest information from us through customer-focused bulletins, documents, links and events.



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List of Vehicles Used

Giddens Security Corporation maintains a fleet of marked patrol vehicles. Vehicles utilized include mid-size cars, mid-size trucks, full-size trucks, SUVs, and 4x4 trucks. Golf carts and UTV's are also utilized. It is understood that all vehicles will be subject to approval by Nassau County.

Beach Security Services

We propose the use of 4X4 Kubota Full Size Diesel UTVs.

Park Systems Security Services

We propose the use of Toyota Tacoma (or similar) 4X4 pickup trucks or Toyota Corollas (or similar). We currently utilize pickup trucks at RYAM (Rayonier Advanced Materials) in Fernandina.

Pictured below are examples of standard Giddens Security Vehicles





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info@giddenssecurity.com

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TAB 5

References



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904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

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References

We have submitted three references in Form B Respondent Questionnaire. Please find those references and more below.

Nassau County

Doug Podiak – 904-530-6120- dpodiak@nassaucountyfl.com

Giddens Security provides approximately 400 weekly hours of access control and roving services at beach access points in Fernandina Beach. This contract began in 2020. The annual contract value is approximately \$510,000.

Rayonier Advanced Materials (RYAM) – Fernandina Plant

Leah Greene, Safety Manager

(office) 904-277-1416 - (cell) 646-957-2774 - leah.greene@ryam.com

Giddens Security currently provides approximately 568 hours a week of unarmed security officer services 24/7 at RYAM in Fernandina Beach. Our officers guard multiple entry gates as well as 24/7 roving in a marked patrol truck. The annual contract value is approximately \$900,000.

Nassau County Sheriff's Department

Captain Kay Lynn Crews - 904 548 4092 - kcrews@nassauso.com

In 2023 Giddens Security Corporation was awarded a contract for armed security officers guarding Nassau County Inmates in hospitals, to alleviate the need to have sheriff's deputies on these assignments. This contract also has the option to have Giddens provide armed or unarmed security officers in the Nassau County Courthouse. Nassau County piggybacked off this contract recently to utilize Giddens in the James Paige Government Complex. The dollar value of the NCSO contract fluctuates based on inmate coverage needs.

St. Johns County and St. Johns County Sheriff's Department

500 San Sebastian View, Room 17

St. Augustine, FL 32084

Allen Karapcik – 904-209-0652 – akarapcik@sjcfl.usa

Currently provide over 1,000 weekly armed and unarmed hours for the courthouse, administration building, permit building, health building, libraries, county services building, county jail and LEO training facility, and several tax collector offices throughout St. Johns County. Giddens Officers perform access control screening, roving, and monitoring of surveillance cameras.

Length of Time: This contract has been held by Giddens Security from October 2002 to July 2008, re- awarded September 2010 to 2015, re-awarded 2015 to 2020, and 2020 to present. The annual contract value is approximately \$1,600,000.

Marion County

PO Box 1030 Ocala, Fl 34478-1030

Jared Goodspeed, Director Facilities Management - 352-671-5608 -

Jared.Goodspeed@marionfl.org



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Currently provide over 1,000 weekly armed and unarmed security service hours at the Marion County Courthouse and Government Services Buildings, and the County Library. In addition to access control screening, our security officers monitor hundreds of cameras in the courthouse complex control room, as well as operate remote locking and unlocking of doors. This contract has been held since 2009. The annual contract value is approximately \$1,200,000.

City of Tallahassee

300 S. Adams St., A-16, Tallahassee, Florida 32301

Dana Morgan – 850-891- 8740 – Dana.Morgan@talgov.com

Currently provide armed and unarmed security services for the City of Tallahassee at City Hall, power plant, various City Parks, the Renaissance Building, Star Metro Bus Terminals, and multiple parking garages throughout the city. Event security is also provided throughout the year.

This contract has been held since 2016 to present (multiple awards). The annual contract amount is approximately \$1,750,000

State of Florida Department of Military Affairs

Damon L. Oliver, J34/Provost Marshall (904)-823-0597 Office - (904) - 449-3114 Cell – (904) 822-0122 DSN - damon.l.oliver.civ@mail.mil

Giddens Security Corporation provides approximately 2,000 weekly hours of armed security officers to various Department of Military sites across Florida. This contract was awarded July 1, 2019. Seventeen companies submitted a proposal. Giddens Security was the awarded firm. The annual contract value is approximately \$1,730,000.

Department of Agriculture and Consumer Services (DOACS)

7828 Baymeadows Way, Ste 106A, Jacksonville FL 32256

Michele Zachary – 850-245-5335 – Michelle.Zachary@fdacs.gov

Giddens Security provides armed security officers inside the lobby of ten DOACS Buildings throughout Florida. The annual contract value is approximately \$635,000.

Florida State College of Jacksonville

501 W State Street, Jacksonville FL 32202

Gordon A. Bass, Jr., MA, FBINA, Director of Public Safety and Security

Phone: (904) 357-8891 Email: gbass@fscj.edu

Giddens Security provides approximately 488 weekly hours of security service to FSCJ campuses in Jacksonville, including the Nassau Campus in Yulee. The most recent contract was awarded in 2015. We have won this RFP multiple times, beginning in 2009. The annual contract value is approximately \$560,000.

Jacksonville International Airport

14201 Pecan Park Road, Jacksonville, Florida 32218

Bryan Diekman – 904-741-3160 - bryan.diekman@flyjacksonville.com

Giddens Security currently provides unarmed security officers 24/7 at multiple gates as well as officers directing traffic flow on the arriving and departing curbs. Giddens Security held this



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contract from 2010 to 2015 and was rewarded through an extensive RFP process in October 2021. The annual contract value is approximately \$785,000

Clay County

825 North Orange Avenue

Green Cove Springs, FL 32043

Undersheriff Ray Walden (retired) - (904) 264-6512

Giddens Security officers perform access control screening at the courthouse and 24/7 roving. This contract has been rewarded multiple times and continually held since 2007. The annual contract amount is approximately \$260,000

Flagler County

1769 E. Moody Blvd., Bldg #5

Bunnell, FL 32110

Andrew Ferrara – 386-313-4179 - aferrara@flaglercounty.org

Our unarmed officers perform control screening services and surveillance camera monitoring at the county courthouse as well as armed security services at other county buildings and libraries. This contract has been multiple times with the most recent award in 2020. The annual contract value is approximately \$200,000.

Volusia County

(County Administration address) 123 W Indiana Ave, Suite 302

Deland, FL 32720

Michael Jones, Corrections - Operations Manager - 386-258-4021 - mmjones@volusia.org

Giddens Security Corporation currently provides 900+ weekly hours of armed and unarmed security services to Volusia County at multiple Libraries, Code Enforcement Board, and Volusia County Corrections. The annual contract value is approximately \$1,600,000.



St. Johns County Board of County Commissioners

Facilities Management
Operations | Facilities Maintenance | Construction Services

January 29, 2019

To Whom It May Concern,

Giddens Security has provided contract security service for facilities owned and operated by the St. Johns County Board of County Commissioners for over 9 years. The services rendered include both armed and unarmed security officers posted at the St. Johns County Courthouse, Permit Center, County Services Building, County Administration Building, Health & Human Services Building, Libraries, and Cultural Events venues. Giddens has always provided St. Johns County with qualified, professional security personnel and have been very responsive to the changing needs of our county, including delivering security staff at a moment's notice during and after Hurricane Matthew and Hurricane Irma. During the 2018 calendar year, Giddens Security guards screened 456,147 visitors to the Richard O. Watson Judicial Center, stopping a total of 4,878 weapons from entering the Courthouse Complex. I am extremely satisfied with the service provided by Giddens Security and would highly recommend them to other municipalities.

If you require any additional information, please do not hesitate to contact me at (904)209-0653.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine M. Diaz".

Katherine M. Diaz
Interim Director, Facilities Management
St. Johns County Board of County Commissioners



CLAY COUNTY SHERIFF'S OFFICE

Sheriff Darryl Daniels

POST OFFICE BOX 548
GREEN COVE SPRINGS, FLORIDA 32043-0548
(904) 284-7575 (904) 264-6512 (352) 473-7211
FAX (904) 284-0710

February 7, 2019

Giddens Security Corporation
Attention: CFO Adam Giddens
528 Edgewood Avenue South
Jacksonville, FL 32205

Re: Security Officer Walter Riner - Commendation

Dear Mr. Giddens:

On Wednesday, January 30, 2019, Security Officer Walter Riner was working the Clay County Courthouse front security check point when he observed a gun on the x-ray machine. It was extremely busy during this time and Security Officer Riner was vigilant while observing items as they were scanned. His observation and quick action resulted in an arrest being made for violation of the concealed weapons statute.

He is truly an asset to our security team at the courthouse. We appreciate the working relationship that we have with your employees and wish to commend Security Officer Riner's attention to detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray Walden".

Ray Walden
Undersheriff

RW/dlf

AL LAWSON
5TH DISTRICT, FLORIDA
ASSISTANT MAJORITY WHIP
COMMITTEE ON FINANCIAL SERVICES
COMMITTEE ON AGRICULTURE

Congress of the United States
House of Representatives
Washington, DC 20515

1406 LONGWORTH OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-0123
(202) 225-2256 - FAX

CITY HALL
117 W. DUVAL STREET
SUITE 240
(904) 354-1652
(904) 379-0309

435 MACOMB STREET
JACKSONVILLE, FL 32202
(850) 558-9450
(850) 577-0833 - FAX

[HTTP://WWW.LAWSON.HOUSE.GOV](http://www.lawson.house.gov)

July 17, 2019

To Whom It May Concern:

It is an honor to recognize the many unsung heroes within our midst. Too often, our Facilities Security teams are overlooked for their commitment and the hard work they provide on behalf of our employees.

My Tallahassee District Office staff are always greeted with a smile by the Facilities Securities team in the Renaissance Center and are assured their safety is priority every day. There have been several times in the past two years, that my office encountered protestors and angry constituents. During those encounters the security team was always by their side and always handled each situation in a professional and respectful manner. There is a great team of security personnel in the Renaissance Center, and I am grateful that my staff safety is always a priority.

As the representative for Florida's 5th Congressional District, I sincerely appreciate all their hard work. If you have any questions, please do not hesitate to contact my District Office at 850-558-9450. I look forward to assisting you in the near future.

Sincerely,



Al Lawson
Member of Congress



August 25, 2011

RE: Letter of Recommendation on Behalf of Giddens Security Corporation

To whom it may concern:

This letter is written as a recommendation for Giddens Security Corporation (Giddens) to anyone who may be considering a security guard contractor.

In February of 2009 the College conducted a Request for Proposal for class D unarmed security guard services. After extensive evaluation, the evaluation committee recommended to the Administration that it contract with Giddens to supplement the College's own security force.

The quality and the training of the security guards provided by Giddens have exceeded the College's expectations. Supervisors and management are quick to respond in a positive manner to address any service requirements or issues that may arise. The billing for services provided, have been accurate and on time.

The quality of service provided by Giddens in the College's academic environment has met or exceeded all our expectations. I see no reason not to continue the College's relationship with Giddens Security Corporation though all terms of the existing contract that ends in January of 2015.

Sincerely,

A handwritten signature in black ink that reads "Dennis Blank".

Dennis Blank
Purchasing Manager
Florida State College at Jacksonville

April 29, 2019

RE: Letter of Recommendation on Behalf of Giddens Security Corporation

To Whom it may Concern,

I am a retired Chief of Police from the St. Augustine Police Department that has transitioned into the world of management and security of a local public entertainment venue. I have had the opportunity to work with the Giddens security team since 2018. When Giddens took over security at our Amphitheater it was the first music venue that they were called upon to work. We met with the Giddens' management team and they were great to work with. They had a very positive get it done attitude. I won't say that everything has been perfect because it never is but, at any point, I can pick the phone up and talk to Mr. Giddens or Adam, his son. Whatever we are dealing with is immediately resolved. Both Mr. Giddens and Adam show up at our venue without being asked by us just to do quality control on their staff. Once the staff was trained on our venues the regular workers require very little supervision.

We have two locations and the job duties run a wide gamut at both venues. They do bag checks, wandering, standing a stationary post, entertainer security, parking lot set up, parking cars when necessary and any other duties as assigned. A lot of the jobs sometimes are not in the security realm, but they never complain, and they always get the job done.

They have their own training facility and that was a big plus for us when deciding to go with Giddens. When we need more people or a special skill set, having inhouse training makes the ability to fill that need a much quicker turn around.

I am very pleased to write this letter of recommendation on behalf of the Giddens Security Corporation and I believe that if you decide to give them opportunity to serve your organization you will be satisfied with the outcome.

If you have any questions about this recommendation or any follow up questions about Giddens services that I can answer you can contact me at (904) 669-1863.

Sincerely,



Loran K. Lueders

March 30, 2019

RE: Letter of Recommendation on Behalf of Giddens Security Corporation

To Whom It May Concern:

Since 2008, I have worked with numerous private security companies in South Florida. Nine years as a law enforcement executive and two years as a security and risk consultant. Based on my experience, I can recommend Giddens Security Corporation to any public or private entity seeking private security services.

Hiring and retaining quality security guards in the South Florida area is a very challenging process. This is one of the areas Giddens Security Corporation excels. The employees are well trained and professional in appearance. If there is an issue with an employee, it is either corrected quickly or the employee is removed. Thankfully this rarely happens, because Giddens Security Corporation does an exemplary job of pre-employment screening.

Giddens Security Corporation also does an outstanding job in supervising their employees. I have had the pleasure of working with a number of their supervisors over the years. They are exceptionally knowledgeable of best practices in the security industry and can effectively communicate with their employees and clients. The supervisors are cognizant of the needs of the client and are very accommodating.

Perhaps the strongest reason I would recommend Giddens Security Corporation is the ownership. Mr. Giddens and his son are extremely responsive and involved in the daily operations of their company. This is a rarity in the security business. Phone calls, emails and all other types of correspondence are answered quickly. Ownership makes itself available whenever needed and is often on site. This leads to a highly effective and responsive organization.

I am very pleased to recommend Giddens Security Corporation. If you have any questions, please feel free to contact me at (561) 779-2202.

Sincerely,



Bryan Kummerlen

Rockford Risk Consultants

*Bryan Kummerlen is a Retired West Palm Beach Chief of Police.



Frances S. King
CIRCUIT JUDGE
FIFTH JUDICIAL CIRCUIT
OF FLORIDA

Barbara H. Stein
JUDICIAL ASSISTANT
352-401-6713
FAX 352-401-6789

Chambers:
MARION COUNTY JUDICIAL CENTER
110 NORTHWEST FIRST AVENUE
ROOM 4030
OCALA, FLORIDA 34475

August 22, 2012

Re: Giddens Security's Bid for Providing Security Guard Services for the Duval County Courthouse

To whom it may concern:

I am pleased to write this letter of recommendation on behalf of Giddens Security Corporation. Giddens Security has provided security services for the Marion County Courthouse since 2009. Their security officers monitor the entrances to the courthouse, screen the citizens as they enter, staff our control room, monitor our surveillance cameras, station officers in the reception area to the judges' chambers and patrol the exterior of the courthouse as well as the judges' parking area. I am very pleased with their services. Their management team is responsive and always available. Their officers are professional, neat in their appearance, efficient and well trained. Giddens is our first defense against weapons entering our courthouse and they do an excellent job screening those entering the courthouse. They have prevented thousands of knives and many guns from entering the courthouse.

After an extensive vetting process, Marion County chose Giddens Security because of their comprehensive training program and the savings they offered to our county. Without reservation, I urge Duval County to seriously consider this company to provide security for their courthouse. There is no doubt that Giddens Security will provide a great value to your taxpayers and exceed your expectations.

If you have any questions about the services that they provide at the Marion County Courthouse, you may reach me at 352-401-6713.

Very truly yours,

Frances S. King
Circuit Judge

7/5/13

Giddens Security Corporation Mail - West Gate



Adam Giddens <agiddens@giddenssecurity.com>

West Gate

Jack Suess <jack@marioncountyclerk.org>

Wed, Jul 3, 2013 at 2:56 PM

To: Adam Giddens <agiddens@giddenssecurity.com>

Cc: David Ellspermann <Ellspermann@marioncountyclerk.org>, Giddens <Giddens@marioncountyclerk.org>, Susan Olsen <Susan.Olsen@marioncountyfl.org>

Adam,

On behalf of Mr. Ellspermann and the entire Clerk's Office Staff:

The team of officers assigned to the west entrance of our office is impressive. They have an established presence even in their rotation - they own that security station. Their demeanor doesn't lend itself to foolishness, but they aren't rude nor aggressive. To the contrary, these officers are friendly, starched, pressed, shined, engaged, and professional. First impressions are so important and your company makes a great first impression for our office. Captain Cannon could not be more open in his communication with us. The right hand and the left hand know each other - this is a great team.

In closing, and, to be clear, this e-mail is silent to the east entrance only because I am rarely there; they too may be as impressive.

Jack

Jack Suess, Chief Deputy Clerk

David R. Ellspermann,

Clerk of the Circuit Court

PO Box 1030 Ocala, FL 34478-1030

352.671.5604 jack@marioncountyclerk.org



Adam Giddens <agiddens@giddenssecurity.com>

Checking In

Jack Suess <jack@marioncountyclerk.org>

Thu, Sep 2, 2010 at 8:35 AM

To: Adam Giddens <agiddens@giddenssecurity.com>

Cc: David Ellspermann <Ellspermann@marioncountyclerk.org>

Good morning Adam,

I could not be happier. Your company is without a doubt the best we've ever had. You've confirmed my suspicion that a company name being the same as the family name increases the likelihood of better service/products. I've been impressed with you and your dad from day one. The staff on the west gate is awesome! Thanks for making us look good.

Jack

Jack Suess, Chief Deputy Clerk
David R. Ellspermann, Clerk of the Circuit Court
PO Box 1030 Ocala, FL 34478-1030
352.671.5604 / 352.789.4372
jack@marioncountyclerk.org

>>> Adam Giddens <agiddens@giddenssecurity.com> 9/2/2010 7:36 AM >>>

Hi Jack,

Just wanted to check in with you. Everything going ok with our officers?

Thank you,

Adam Giddens, CPA
Chief Financial Officer, Giddens Security Corporation
528 S. Edgewood Ave.
Jacksonville, FL 32205
Cell: 904-219-3287
Office: 1-888-844-4345
Fax: 904-389-9931

Sorry for typos, this message was sent from my phone.

Purchasing
1769 E. Moody Boulevard
Building 2
Bunnell, Florida 32110



www.flaglercounty.org

Phone: (386) 313-4010
Fax: (386) 313-4110

July 27, 2012

To Whom It May Concern:

This letter is intended as a professional recommendation for Giddens Security Corporation in Jacksonville, FL. The Flagler County Board of County Commissioners has been doing business with Giddens Security Corporation in a very positive manner since October 2008.

We have used their services for both armed and un-armed guards in our Justice Center and the Government Services Building. Any issues that we have had with their services have been handled swiftly and amicably. Their professionalism and technical abilities are excellent.

The services we require from Giddens Security in our County operation are both protection and customer service oriented. It is a difficult commodity to provide, but offered daily by the guards. In fact, one of the Giddens Security employees won a distinguished award from our Board of County Commissioners as an exemplary employee in Customer Service. I believe it speaks volumes for their dedication and professionalism.

I strongly recommend the services of Giddens Security Corporation and look forward to our continuing business with them. Their services would provide an advantage to any organization.

Sincerely,

Mary McGowan
Purchasing Agent
mmcgowan@flaglercounty.org

386-313-4097



**Marion County
Board of County Commissioners**

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

August 25, 2011

To Whom It May Concern:

Giddens Security Corporation has been providing armed and unarmed security services at the Marion County Courthouse, Governmental Complex, and Library for several years. They provide more than 800 weekly hours of service and are present 24 hours a day. The contract started in June 2009. Giddens Security began after a contract with a national security firm ended. We are happy we chose Giddens Security.

Giddens Security meets all requirements in a timely and efficient manner. We enjoy the relationship we have with Giddens. The owner of the company makes himself available to us and we are able to reach senior management easily.

To date, Giddens Security has provided exemplary service at very competitive rates. When Giddens Security contracted with us they were able to offer higher compensation rates to their officers while providing lower billing rates to us. Turnover rate of security officers has been very minimal.

The personnel assigned as security officers and supervisors are very professional in appearance and in administering their responsibilities. Giddens Security places a large emphasis on ensuring all security officers are competently trained. Our courthouse receives thousands of visitors each day without incident. Giddens utilizes simulator and recurrent training regularly to ensure the safety of everyone at our courthouse.

I highly recommend Giddens Security Corporation because they provide highly trained, quality, security officers and have proactive management. Please feel free to contact me for a reference.

Sincerely,

Becky Jayne
Contract Officer
Marion County Board of County Commissioners

"Meeting Needs by Exceeding Expectations"

3/16/2016

Giddens Security Corporation Mail - Paul Hinchey Security Guard



Adam Giddens <agiddens@giddenssecurity.com>

Paul Hinchey Security Guard

Thomas J. Williams <tjwilliams@sjsso.org>

Wed, Mar 16, 2016 at 9:27 AM

To: "agiddens@giddenssecurity.com" <agiddens@giddenssecurity.com>

Adam,

Thank you for speaking with me this morning. I wanted to put this in writing to tell you what a great job Paul Hinchey does here at the County Administration building. Paul is always alert and on point keeping an eye on what is going on outside and inside of the building while we are in with the commission meetings. He is able to manipulate the cameras and watch people as they get out of the cars to see if they are carrying anything that might be perceived as a threat. During the meeting yesterday, Paul's hard work paid off. He was able to see a vehicle drive up and zoomed into see the subject take off his concealed weapon and put it back in the vehicle. When the subject entered the building he told the guard he still had his holster on, but the weapon was put away. Paul told him, he saw him put it back in the car and they guy was completely amazed. Paul is a very dedicated and hardworking individual and is always focused on his job. It is a pleasure to work with someone of his caliber and dedication. We are glad to have him here at the County Administration Building.

Thank you again,

Corporal TJ Williams



Corporal T. J. Williams

Senior Deputy

Bomb Team / EOD K-9

Governmental Security Services

4015 Lewis Speedway

St. Augustine, FL 32084

Office: [904-209-1444](tel:904-209-1444)Cell: [904-460-4261](tel:904-460-4261)



JAMES D. SLOAN
COUNTY JUDGE
TWENTIETH JUDICIAL CIRCUIT OF FLORIDA

HENDRY COUNTY COURTHOUSE
POST OFFICE BOX 1695
LABELLE, FLORIDA 33975

TELEPHONE
(863) 675-5227
FAX
(863) 675-5248

August 7, 2012

Adam Giddens
Giddens Security Services
528 S. Edgewood Avenue
Jacksonville, FL 32205

Re: Security at the Hendry County Courthouse

Dear Mr. Giddens,

I appreciate the phone call that I received from you last week, regarding the Court's security services that your company provides at the Hendry County Courthouse. It is not often that a company takes the initiative to call and check on the level of a customer's satisfaction.

We appreciate our working relationship with your company. The security officers who have been assigned to the Hendry County Courthouse were obviously well screened. I personally know the background of one of the security officers, having met him when he was in charge of security at the Lee County Courthouse. It is obvious that both of the security officers show a great deal of experience and a high level of confidence.

I appreciate the fact that they have initiated the concept of "making rounds". At least one of the officers at some point during the day goes through the courthouse as well as the parking lot to ensure that no issues have arisen. It gives them an opportunity to check with the judges and their staff, as well as the clerks, and that helps to foster the level of reassurance for all persons working within the building.

I am also aware of several instances in which they intercepted either drugs or weapons that individuals attempted to bring into the courthouse. Fortunately, the weapons were in the nature of pocket knives and not firearms, but they were still weapons. The officers that we have maintain a good rapport with the public while at the same time maintaining the serious demeanor necessary to provide a good security front.

Once again, thank you for your call. We are well satisfied with the services provided to us.

Sincerely,

A handwritten signature in blue ink, appearing to read "James D. Sloan".

James D. Sloan
Hendry County Judge

JDS/tg



JAA

**Jacksonville
Aviation
Authority**

14201 Pecan Park Road
Jacksonville, Florida 32218

August 29, 2011

Mr. Adam Giddens, CPA
Chief Financial Officer
Giddens Security Corporation
528 S. Edgewood Ave.
Jacksonville, FL 32205

To Whom It May Concern,

This letter is being written on behalf of Giddens Security Corporation. Giddens has been the private security company serving the Jacksonville International Airport since May 24, 2010. The firm's primary responsibilities have been to provide staffing at the main terminal's departure and arrival curbs, staff vehicle access gates and respond to other assignments on an as-needed basis. The firm has provided excellent service during this assignment with high quality management and supervisory staff as well as dedicated security officers. Their staff is engaged with Authority security personnel to ensure that all federal regulations are complied with and they present the professional, customer-oriented appearance required at JIA.

The Authority plans on continuing to use Giddens to provide these needed services and appreciates their dedication to serving the Authority in a high quality manner.

Sincerely,

Steve Grossman
CEO/Executive Director

SG/mm-1



TWENTIETH JUDICIAL CIRCUIT OF FLORIDA

ADMINISTRATIVE OFFICE OF THE COURTS

LEE COUNTY JUSTICE CENTER
1700 MONROE STREET
FORT MYERS, FLORIDA 33901

MEDIATION
PROGRAMS

MAGISTRATES

CITIZEN
DISPUTE

September 1, 2011

STAFF
ATTORNEYS

To Whom It May Concern:

JUVENILE
ARBITRATION

TEEN COURT

Giddens Security has been under contract to provide security for the Hendry County Courthouse since March 2011. After a vetting process Giddens was selected based on their professionalism, prior courthouse security experience and an internal comprehensive training program- specifically the training with regard to the use of x-ray machines and magnetometers.

DOMESTIC
VIOLENCE

FAMILY
COURT
SERVICES

Court Administration and the judiciary have been very pleased with the services provided by Giddens Security. The leadership is strong, committed and always available. Despite being located far from the main office, the supervisors and Mr. Giddens have been both responsive and pro-active. The guards assigned to our courthouse are affable, professional and meticulous to detail. In fact, not a day goes by that I do not receive a compliment about them. Additionally, their Post reports are submitted in a timely fashion and are thorough.

COURT
INTERPRETING
SERVICES

LAW LIBRARY

COUNTY
PROBATION

I am very pleased with the decision to hire Giddens Security and I have no doubt that their performance will continue to be stellar. If you have any questions I would be happy to speak with you.

PRETRIAL
SERVICES

COURT
SECURITY

With regards,

Sheila Mann

HUMAN
RESOURCES

Court Operations Manager

FINANCE

Twentieth Judicial Circuit

Hendry/Glades Courthouses

COURT
OPERATIONS

239-357-4550 (cell)

239-533-1723 (office)

ELECTRONIC
COURT
REPORTING



September 13, 2011

John Jennings
Plant Manager
WhiteWave Foods
2198 W. Beaver St.
Jacksonville, FL 32209

To whom it may concern:

I am very pleased to write this letter of recommendation on behalf of Giddens Security Corporation. Giddens has been employed by WhiteWave Foods for the past twenty years, and I have had the direct pleasure of working with them for this extended period of time.

At all times, I have found their services to be extremely professional, dependable, and of outstanding quality. They have upheld our operating procedures, implemented policy changes with ease, and have excellent customer services skills.

Needless to say, I highly recommend Giddens Security Corporation for any of your security needs. If you have any further questions concerning their qualifications, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "John M. Jennings". The signature is written in a cursive style with a large, looping initial "J".

John Jennings



Rick Scott
Governor

H. Frank Farmer, Jr., M.D., Ph.D.
State Surgeon General

August 25, 2011

Adam Giddens, CPA
Chief Financial Officer, Giddens Security Corporation
528 S. Edgewood Ave.
Jacksonville, FL 32205

Re: Letter of Recommendation

Mr. Giddens:

This is to certify that Giddens Security Corporation has provided unarmed security guard services for the Florida Department of Health, Bureau of Laboratories and Bureau of Vital Statistics complex located at 1217 N. Pearl Street in Jacksonville Florida since April 2009. This requires 24/7 guard coverage and the Giddens staff have provided excellent services. The security guards are competent, well trained and display both professional appearance and demeanor.

The management team at Giddens Security Corporation has done an excellent job providing oversight to the staff assigned to our complex. Management is responsive to any requests and gets back to me in a timely manner. The invoices are always timely and accurate.

I would definitely recommend Giddens Security Corporation and will definitely continue utilizing in the future if at all possible. Please feel free to have potential customers contact me if they need to discuss further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Regina H Taylor".

Regina H Taylor
Administrative Service Director

Koninklijke Luchtmacht



Ministerie van Defensie

Tactische Luchtmacht
Commandant CONUS 2004

Datum 13 April 2004
Ons kenmerk CONUS2004/

Bezoekadres:
Cecil Field, Florida
Koninklijke Luchtmacht
6213 Flightline Rd Building 815
Jacksonville, Florida 32221 USA
Postadres:
6213 Flightline Rd Building 815
Jacksonville, Florida 32221 USA
www.luchtmacht.nl

Steller:
Majoor W.R.J.A. Helsdingen
Telefoon 001-321-615-8144
Fax 001-904-573-0816

E-mail:
mhelsdingen@hotmail.com

Dear Mr Giddens,

I want to express my gratitude to you and the personnel of Giddens Security Corp., for the services that you provided us with during our stay in Jacksonville. The outstanding services at Cecil Field played an important role in making this pioneer operation possible. Conducting military fighter jet operations, working in cooperation with civilian companies was still unexplored territory.

The provided services during our operations at Cecil Field have been more than adequate. More importantly, the professionalism of the personnel of Giddens Security Corp. was highly appreciated by the personnel of the Royal Netherlands Airforce.

The people of my permanent staff and I enjoyed working with you during the past three months. We appreciated all the effort you and the personnel of Giddens Security Corp. put in this operation. Please, relay my heartfelt appreciation to whom it may concern. I look forward to meeting you and working with you in the future.

Sincerely,

Richard 'Biker' Helsdingen
Major
Chief Operations Cecil Field 2004
Royal Netherlands Airforce



St. Johns County Board of County Commissioners

Construction Services | Building Operations Division

July 31, 2012

Subject: Giddens Security Corporation

To Whom It May Concern,

Giddens Security Corporation has provided security officers and screening services for St. Johns County since September 1, 2010. Under the supervision of Adam Giddens and per the St. Johns County specifications, Giddens Security has furnished well trained officers, professional in performance and appearance, for both armed and un-armed posts. Adam has repeatedly demonstrated his willingness to perform at or above the level required in the specifications.

Based on the above, I have renewed the contract with Giddens Security twice since it's inception. I currently see no reason that would prohibit me from recommending another renewal when the time comes.

Sincerely,

A handwritten signature in cursive script that reads "Wayne Pacetti".

Wayne Pacetti, Building Operations Manager

CC: File

BOARD OF COUNTY COMMISSIONERS

Fritz A. Behring
County Manager

www.claycountygov.com



CLAY COUNTY

Enforcement Services Department
2497 SR 16 West
Green Cove Springs, FL 32043
(904) 278-4738 • Fax: (904) 278-3631

June 5, 2008

MEMORANDUM

TO: Whomever It May Concern

SUBJECT: Reference Letter

Giddens Security Corporation successfully bid on and was awarded the security contract for the Clay County Courthouse located in Green Cove Springs, Florida.

The contract started on October 01, 2007. To date, they have performed exemplarily. They have met all requirements in a timely and efficient manner. The personnel assigned as guards and supervisors are very professional in appearance and in administering their responsibilities.

I very highly recommend Giddens Security Corporation.

Sincerely,

William K. Bodenweber
Enforcement Services Department Director
BCC, Clay County

Christy Fitzgerald - District 1 • Douglas P. Conkey - District 2 • George A. Bush - District 3
T. Chereese Stewart - District 4 • Harold Rutledge - District 5

GCS (904) 284-6300 • KH (352) 473-3711 • KL (904) 533-2111 • OP/MBG (904) 269-6300 • Suncom: 827-1300



Security Officer Carlton Hendley pictured above receiving the JSO Citizens Award from Sheriff Rutherford. On January 31, 2012, Officer Hendley was working for Giddens Security at the Greyhound Bus Station Downtown Jacksonville. He was contacted by JSO Officer Emerson to be on the lookout for a fugitive wanted for murder and grand larceny. JSO Officer Emerson gave Officer Hendley a description of the fugitive. Officer Hendley later did a ticket check of the passengers in the Greyhound Terminal and discovered the fugitive. Officer Hendley carried out his duties in an exemplary manner in identifying the fugitive and in contacting JSO while not alerting the fugitive of his actions. Thanks to Officer Hendley, the fugitive was arrested in the bus station by JSO without incident.



Pictured above is Giddens Security Officer Larry Belford receiving the Chairman's award in Flagler County. This annual award is presented by the Chairman of the Board of County Commissioners. It is typically given to an employee of Flagler County who has stood out as exceptional for the year. In 2011, it was awarded to Giddens Security Officer Larry Belford. Giddens Security has employed Larry at the Flagler County Government Services Building for several years. He was recognized for his outstanding performance as a security officer because he continually displays a professional and courteous presence at the administration building.



On March 29, 2012 Security Officer Annette Johnson was working for Giddens Security as an armed X-Ray screener at the Marion County Courthouse in Ocala. Officer Johnson is responsible for screening thousands of individuals' belongings daily as they enter the courthouse. At approximately 0900 hours on March 29, Officer Johnson was screening a woman's purse and discovered a loaded firearm. Officer Johnson took quick action and secured the weapon in the X-Ray machine. She then radioed Marion County Sherriff's deputies to respond. The woman was arrested and the weapon was secured. It was later discovered that the woman was entering the courthouse with her male partner. The male was attending a court hearing involving his ex-wife. Because of Officer Johnson's quick eye and prompt response, she was able to prevent what could have been a shooting in the courthouse.

Marion County Sheriff's Department Captain Pogue, in charge of the Bailiff and Civil Divisions in the courthouse, recommended to Sheriff Ed Dean that Security Officer Johnson be awarded the Sherriff's Excellence Award. Sheriff Dean held a meeting with Giddens Management and Officer Johnson and presented her the award. To show the seriousness of the incident and the appreciation of Officer Johnson's actions, this was the first time this award was given to someone outside of the Marion County Sheriff's Department. Pictured above are Adam Giddens, Darrell Giddens, Giddens Site Supervisor Captain Jim Cannon, Officer Annette Johnson, and Sheriff Ed Dean.

TAB 6
Cost

**APPENDIX “B”
PRICE SHEET**

Vendor shall provide the Beach, Park, and Facility Security Services in accordance with Appendix “A”, Scope of Services at the rate (s) below.

SECTION I					
Category 1: Beach Access Point and Roving Beach Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Stationary Security Officers [3 Total]	Hourly	294 Hours/Week	\$ 25.98	\$ 7,638.12
2	Roving Security Officer with ATV [1]	Hourly	98 Hours/Week	\$ 30.00	\$ 2,940.00
				Subtotal Section I (Item 1 and Item 2) =	10,578.12
SECTION II					
Category 2: Nassau County Park Systems Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Roving Security Officer with Security Vehicle	Hourly	84 Hours/Week	\$ 33.50	\$ 2,814.00
				Subtotal Section II =	2,814.00
SECTION III					
Category 3: Nassau County Facility Armed Security Services					
ITEM#	DESCRIPTION	UNIT OF MEASURE	EST. HOURS	RATE	ESTIMATED COST
1	Stationary Security Officer	Hourly	52.5 Hours/Week	\$ 30.00	\$ 1,575.00
				Subtotal Section III =	1,575.00
Estimated Total Cost (Section I + Section II + Section III) =				\$ 14,967.12	

ALL OR NONE AWARD: This solicitation requires respondents to provide pricing on all line items listed in Appendix B. Respondents will be deemed non-responsive if they do not provide pricing on all line items listed in Appendix B.

The undersigned declares that they have examined the Instructions to Respondents and Scope of Services and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under the Scope of Services and these Specifications at the rate set forth above.

Company: **Giddens Security Corporation**

Address: **528 Edgewood Avenue South**

City, State, Zip code: **Jacksonville FL 32205**

Phone Number: **904-384-8071** Email: **agiddens@giddenssecurity.com**

Authorized Signature:  Printed Name: **Adam Giddens**

Title: **Chief Financial Officer** Date: **7/1/2024**

TAB 7
Appendices/Attachments/Administrative
Information

FORM A
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for NC24-018-RFP Beach, Park, and Facility Security Services.
2. This sworn statement is submitted by Giddens Security Corporation (entity submitting sworn statement), whose business address is 528 Edgewood Avenue South, Jacksonville FL 32205 and its Federal Employee Identification Number (FEIN) is 59-2205829. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Adam Giddens , CPA (please print name of individual signing), and my relationship to the entity named above is Chief Financial Officer.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Adam Gillis

Signature

7/1/2024

Date

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2 day of July, 2024 by Adam Hiddens who is personally known to me or produced _____ as identification

Anita Reames
Notary Public
My commission expires: Feb 2, 2025



ANITA REAMES
Commission # HH 532078
Expires February 2, 2025

FORM B RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: Giddens Security Corporation
 Address: 528 Edgewood Avenue South
 City/State/Zip: Jacksonville, FL 32205
 Phone: Email: 904-384-8071 qq
 Website Address: www.giddenssecurity.com

2. **COMPANY STRUCTURE:**
 Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
 Yes No

5. **EXPERIENCE:**
 Years in business: 42
 Years in business under this name: 42
 Years performing this type of work: 42
 Value of work now under contract: \$20,000,000 annually
 Value of work in place last year: \$18,000,000.00 annually
 Percentage (%) of work usually self-performed: 100%
 Name of sub-vendors you may use: N/A
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: Approximately 1,000
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		
Darrell Giddens, CEO	Yes	
Adam Giddens, CFO	Yes	
Amanda Black, Director of Personnel	Yes	
Milton Tirado, Recruiting	Yes	
Tom Gramiak, Operations	Yes	
Amy Koon, Accounting	Yes	
Kyle Ervin, Training Manager	Yes	
Please see Response File for more	management information.	

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: St. Johns County, Florida
 Address: 500 San Sebastain View, St. Augustine FL 32084
 Contract Person: Allen Karapcik
 Phone: Email: 904-209-0652 - akarapcik@sjcfl.usa
 Project Description: 1,000+ weekly hours of armed and unarmed for courthouse and county buildings
 Contract \$ Amount: \$1,600,000 annually
 Date Completed: Multiple awards: 2010-2015, 2015-2020, 2020-present.

Reference #2:

Company/Agency Name: Marion County, Florida
 Address: PO BOX 1030 Ocala, FL 34478-1030
 Contract Person: Jared Goodspeed
 Phone: Email: 352-671-5608 - Jared.Goodspeed@marionfl.org
 Project Description: 1000+ weekly hours of armed and unarmed security for courthouse and government buildings
 Contract \$ Amount: \$1,200,000 annually
 Date Completed: This contract has been held since 2009 to present.

Reference #3:

Company/Agency Name: City of Tallahassee
 Address: 300 S. Adams St., A-16, Tallahassee, FL 32301
 Contract Person: Dana Morgan
 Phone: Email: 850-891-8740 - Dana.Morgan@talgov.com
 Project Description: Armed and Unarmed for City Hall, City Parks, Gov. blds, Bus Terminal, Parking Garages and more.
 Contract \$ Amount: \$1,750,000 annuall
 Date Completed: This contract has been held since 2016 to present.

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Giddens Security Corporation
 Attn: Adam Giddens
 Mailing Address: 528 Edgewood Avenue South, Jacksonville FL 32205

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

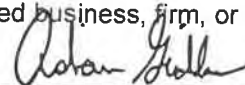
Name of Person to execute contract (if awarded): Adam Giddens
 Title: Chief Financial Officer
 Email Address: agiddens@giddenssecurity.com
 Phone Number: 904-384-8071

FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Giddens Security Corporation (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."



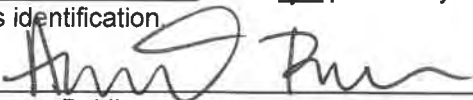
Authorized Signature

7/1/2024

Date Signed

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1 day of July, 2024 by Adam Giddens who is personally known to me or produced as identification


Notary Public
My commission expires: Feb 2, 2025



ANITA REAMES
Commission # HH 532078
Expires February 2, 2025

FORM D
E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name: NC24-018-RFP Beach, Park, and Facility Security Services

Bid No./Contract No.: NC24-018-RFP Beach, Park, and Facility Security Services

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM D - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Giddens Security Corporation (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Giddens Security Corporation (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Adam Giddens
Print Name: Adam Giddens
Date: 7/1/2024

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 1, 2024 (Date) by Adam Giddens (Name of Officer or Agent, Title of Officer or Agent) of Giddens Security Corp. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Anita Reames
Notary Public
Anita Reames
Printed Name



ANITA REAMES
Commission # HH 532078
Expires February 2, 2025

My Commission Expires: Feb 2, 2025

**FORM D - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that "Not Applicable" (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____



Company ID Number: 443455

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Giddens Security Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 443455

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 443455

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 443455

Approved by:

Employer Giddens Security Corporation	
Name (Please Type or Print) Adam D Giddens	Title
Signature Electronically Signed	Date 08/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/25/2011



Company ID Number: 443455

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Giddens Security Corporation
Company Facility Address	528 South Edgewood Avenue Jacksonville, FL 32205
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	592205829
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)



Company ID Number: 443455

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 443455

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Amv Koon
Phone Number 9043848071
Fax 9043899931
Email akoon@aiddenssecurity.com

Name Adam D Giddens
Phone Number 9043848071
Fax 9043899931
Email agiddens@aiddenssecurity.com



Company ID Number: 443455

This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER and INSURED information. PRODUCER: Acrisure Southeast Partners Insurance Services, LLC. INSURED: Giddens Security Corporation. Includes contact info for Kate Gross and insurer details like Evanston Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing coverages A, B, and C. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Coverage A: Commercial General Liability. Coverage B: Automobile Liability. Coverage C: Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When required by written contract, those parties listed in said contract including the certificate holder are added as an additional insured with respect to the General Liability and Auto Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to General Liability and Auto Liability to those parties listed in said contract. SEE ATTACHED ACORD 101

Table with CERTIFICATE HOLDER and CANCELLATION sections. Certificate holder: Nassau County Board of County Commissioners. Cancellation section includes a signature and text: 'SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.'

State of Florida



Department of State

I certify from the records of this office that GIDDENS SECURITY CORPORATION, is a corporation organized under the laws of the State of Florida, filed on July 22, 1982.

The document number of this corporation is F92376.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on March 3, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

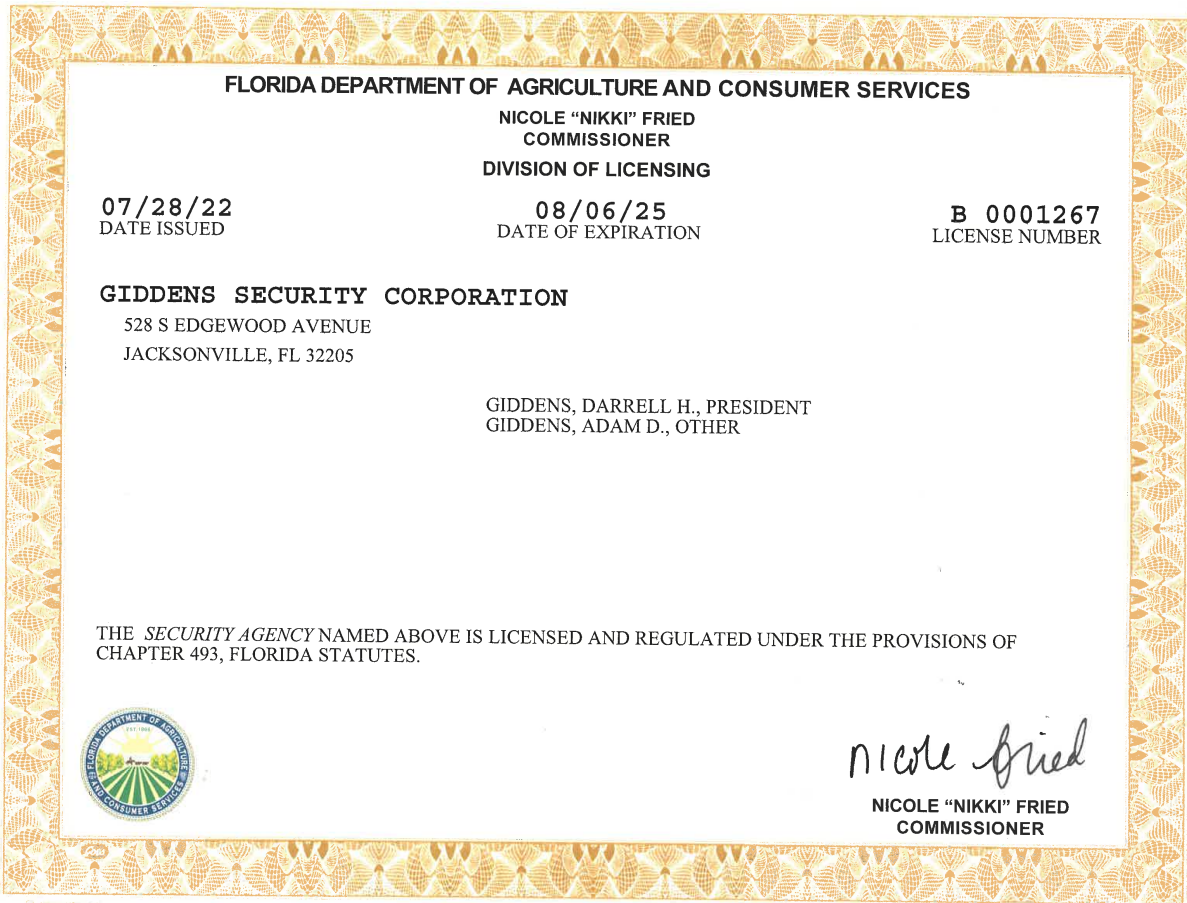
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of May, 2002



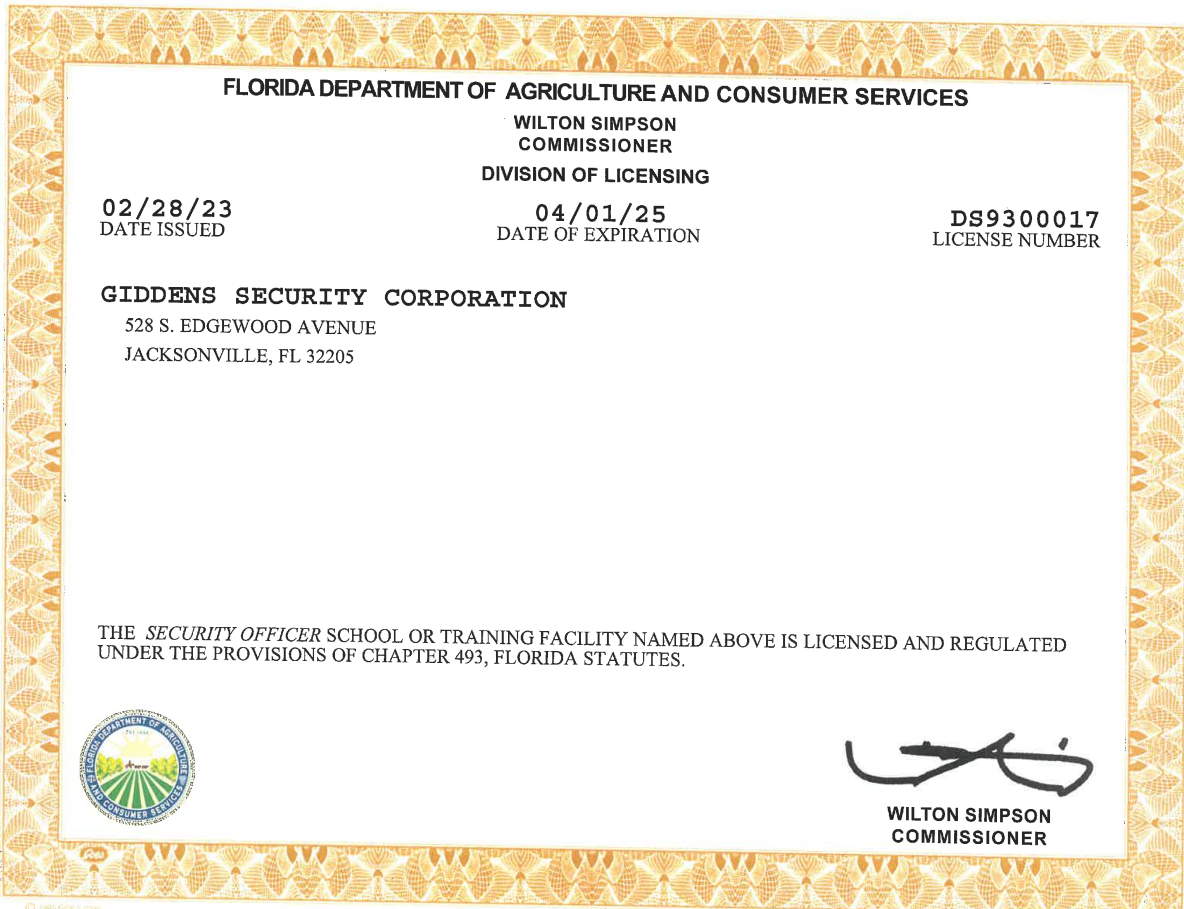
CR2EO22 (1-99)

Katherine Harris

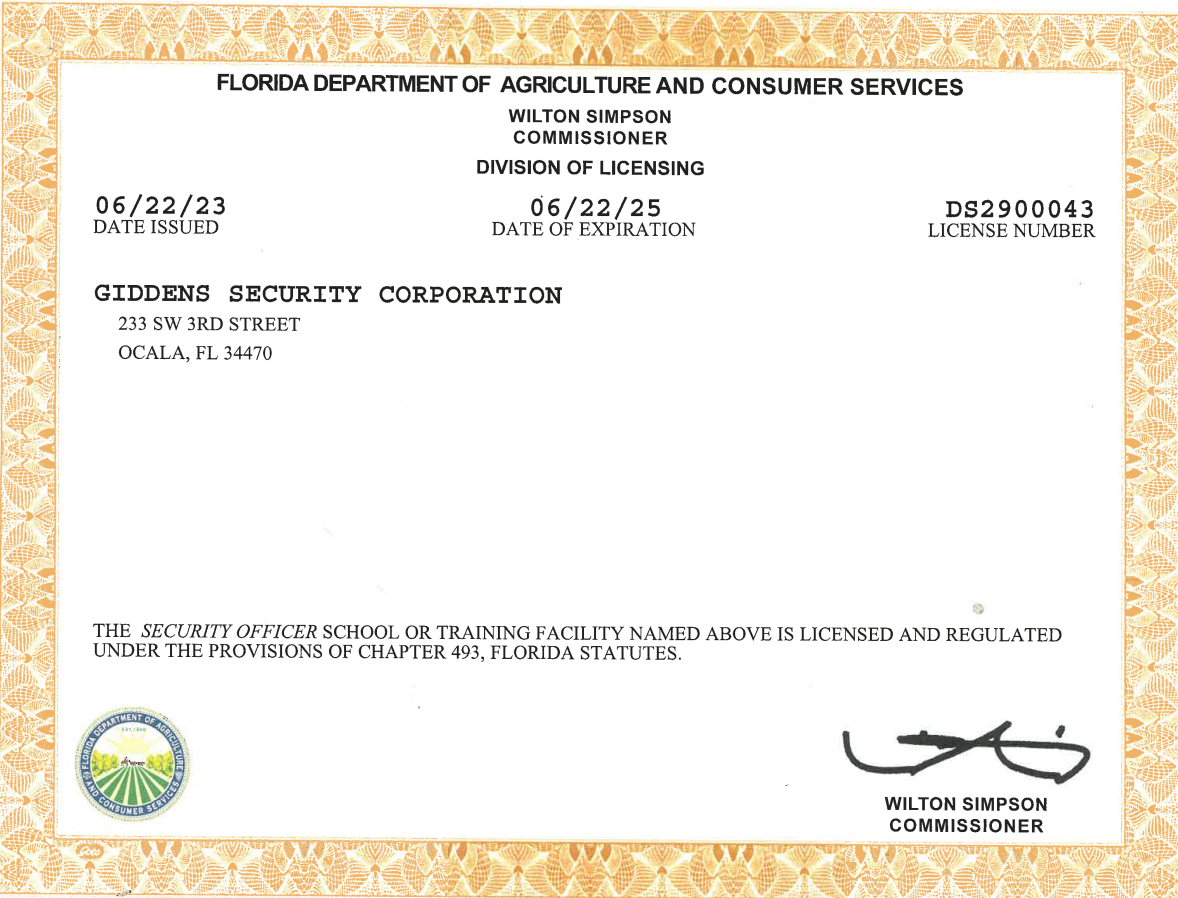
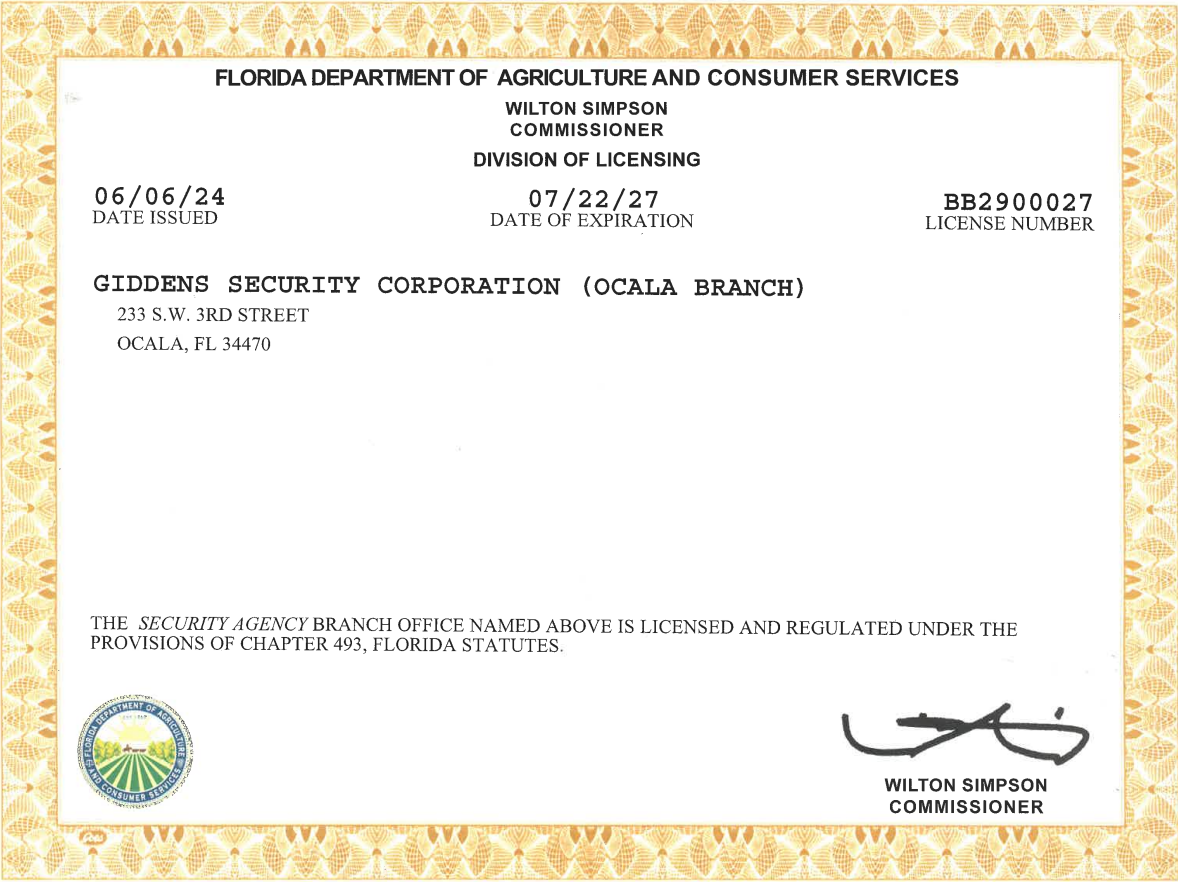
Katherine Harris
Secretary of State

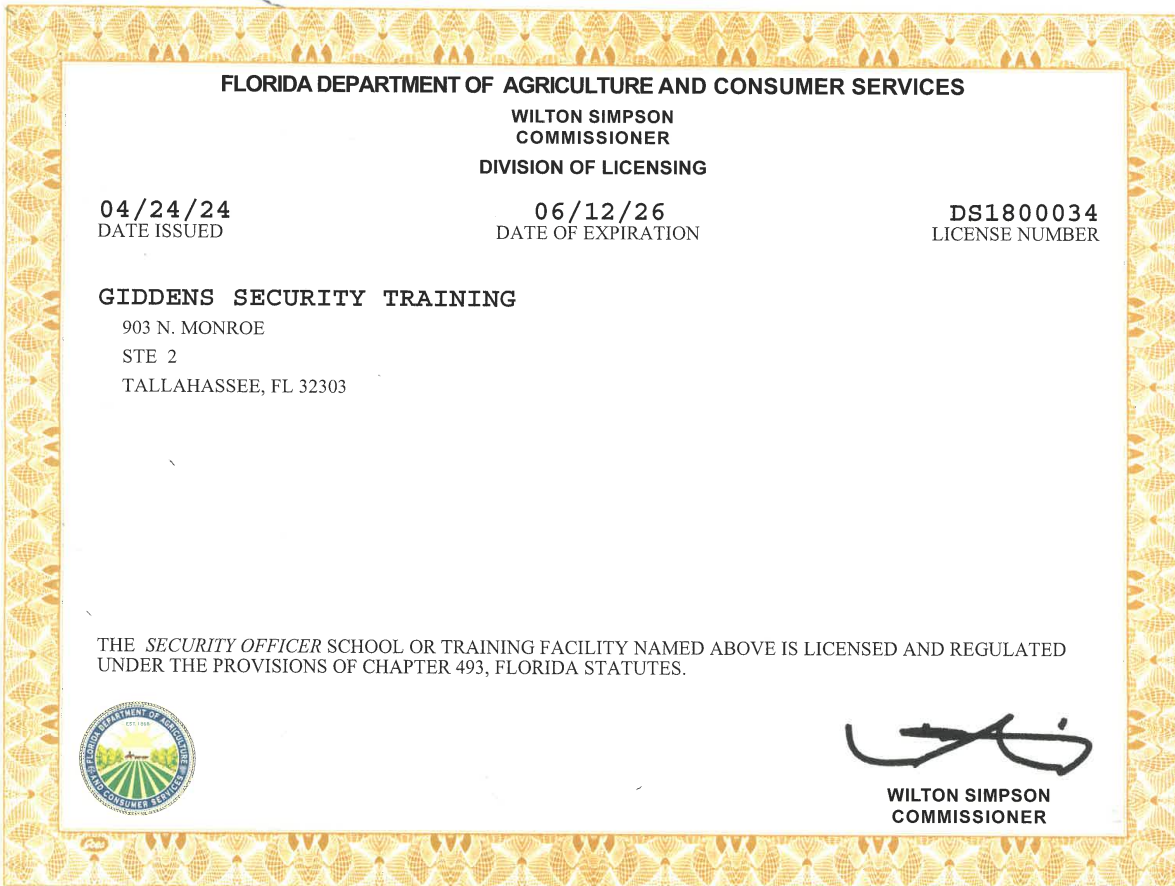
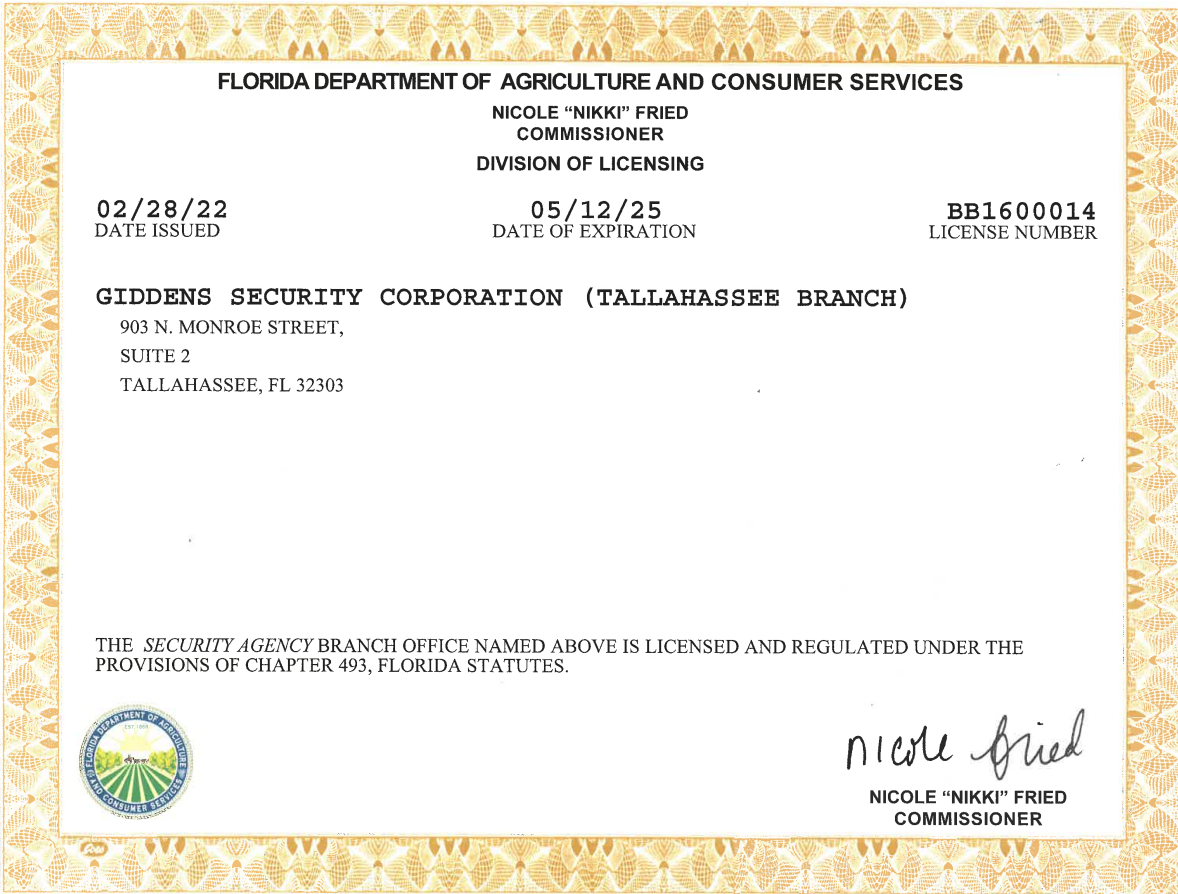


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FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
NICOLE "NIKKI" FRIED
COMMISSIONER
DIVISION OF LICENSING


09/22/22
DATE ISSUED

11/14/25
DATE OF EXPIRATION

BB1300020
LICENSE NUMBER

GIDDENS SECURITY CORPORATION (PALM BEACH BRANCH)
155 EAST BLUE HERON BLVD
STE 404
RIVIERA BEACH, FL 33404

THE *SECURITY AGENCY* BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER

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FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
WILTON SIMPSON
COMMISSIONER
DIVISION OF LICENSING


01/10/24
DATE ISSUED

02/22/26
DATE OF EXPIRATION

DS3000009
LICENSE NUMBER

GIDDENS SECURITY CORPORATION
155 EAST BLUE HERON BLVD.
STE 404
WEST PALM BEACH, FL 33404

THE *SECURITY OFFICER* SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



Wilton Simpson
WILTON SIMPSON
COMMISSIONER

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WILTON SIMPSON
COMMISSIONER
DIVISION OF LICENSING



06/03/24
DATE ISSUED

06/05/27
DATE OF EXPIRATION

BB1800014
LICENSE NUMBER

GIDDENS SECURITY CORPORATION (FORT MYERS BRANCH)
3049 CLEVELAND AVE
STE 229
FORT MYERS, FL 33901

THE *SECURITY AGENCY* BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



WILTON SIMPSON
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
WILTON SIMPSON
COMMISSIONER
DIVISION OF LICENSING



04/24/24
DATE ISSUED

06/25/26
DATE OF EXPIRATION

DS1800042
LICENSE NUMBER

GIDDENS SECURITY CORPORATION
3049 CLEVELAND AVE
STE 229
FORT MYERS, FL 33901

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WILTON SIMPSON
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**WILTON SIMPSON
COMMISSIONER**

DIVISION OF LICENSING

02/09/24
DATE ISSUED

02/09/26
DATE OF EXPIRATION

DS3400012
LICENSE NUMBER

GIDDENS SECURITY CORPORATION

1340C A1A SOUTH
SAINT AUGUSTINE, FL 32080

THE *SECURITY OFFICER* SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



**WILTON SIMPSON
COMMISSIONER**

**Thank you for considering our proposal
for Security Services for Nassau County.**