



**GIDDENS SECURITY CORPORATION
VENDOR CONTRACT
ORIGINAL APPROVAL DATE: 06/29/2016
EXTENSION APPROVAL DATE: 7/1/2020
CONTRACT END DATE: 6/30/2021**

FUNDING SOURCES: WIA/WIOA 17.258, 17.259, 17.278; Wagner-Peyser Act 17.207; DVOP 17.801; LVER 17.801; Unemployment Insurance 17.225; TAA 17.245; Temporary Assistance for Needy Families (TANF) 93.558; Supplemental Nutrition Assistance Program (SNAP) 10.561; WIA/WIOA State Level 17.999

THIS CONTRACT is entered into between Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast, hereinafter referred to as the "CSRC" and Giddens Security Corporation, hereinafter referred to as the "VENDOR" for security services, as defined in the following Statement of Work for the period from July 1, 2020 through June 30, 2021.

This AGREEMENT is in effect from July 1, 2016 through June 30, 2021 provided the VENDOR meet CSRC's performance expectations. Performance will be reviewed annually during the term of this AGREEMENT, and the CONTRACT may be renewed annually through June 30, 2021, if approved by CSRC and its Board of Directors.

STATEMENT OF WORK

INTRODUCTION:

The VENDOR will provide security services to CSRC for providing safe and secure facilities for CSRC employees, customers and clients.

THE VENDOR AGREES TO:

1. Provide professional, uniformed and unarmed security officers for the following one (1) location within our service delivery area at the scheduled times listed:

LOCATION	SECURITY NEED	HOURS NEEDED
CareerSource-Garden City Center 2102 Avenue Q, Rooms 15, 16, 17 & 18 Ft. Pierce, FL 34950	One uniformed, unarmed Officer	8:00am until 5:00pm Monday through Friday (45 hours per week)

2. Hire, schedule, and manage security personnel to ensure CSRC's locations are safe and secure for staff, customers and clients.
3. Utilize best effort to assist CSRC in performing their daily operations in a safe environment.
4. Remain visible and act as a deterrent to unwanted activities.
5. Display initiative to assist staff and customers as needed, in a courteous, patient manner, remaining calm, using tact, discretion and impartiality.
6. Control and report unauthorized access.
7. Contact police and CSRC personnel in case of an emergency.
8. Provide detailed reports (accident, correspondence and investigative) relating to any incidents which occur at CSRC locations.
9. Maintain security coverage at the locations during the times indicated.
10. Provide additional security services at other locations upon notification of CSRC.



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DELIVERY SCHEDULE:

The VENDOR will provide the above services between July 1, 2020 and June 30, 2021 or until one or both parties chooses to terminate this contract with at least sixty (60) days written notice to the other party.

COMPENSATION:

The VENDOR's fees will be based on an hourly billing rate of \$15.89 for Security Officers being compensated at a gross hourly wage of \$11. The following rates are established under this contract:

Location	Security Officer Hourly Wage	Hourly Billing Fee Rate	Hours Per Week	Projected Annual Total based on 52 weeks per year
CSRC-Garden City Center	\$12	\$17.24	45	\$40,341.60
Projected Total Price: \$40,341.60				

Should CSRC have a need for additional security services (additional officers), the VENDOR would be expected to provide the additional security at these agreed upon contracted prices. If performance meets expectations, and funds permitting, this contract may be modified to include additional compensation for additional security services.

The VENDOR will submit invoices for fees to CSRC's Finance Department, 584 NW University Boulevard, Suite 100, Port St. Lucie, FL 34986, on a bi-weekly basis. The date for the final invoice will be due no later than thirty (30) days following the termination of this contract. The VENDOR will provide original invoices on official stationery, signed by a representative designated by Management of VENDOR, to certify the invoices on the VENDOR's behalf. CSRC will process the invoice and issue payment for services rendered within thirty (30) days of receipt of the invoice. A monthly progress report per site will be submitted to Caren Belowch, Facilities Manager. The invoices will need to include proper documentation consisting of the following:

- A separate invoice must be submitted for each designated location
- Copies of the Security Officers' weekly timesheets must be attached
- The weekly timesheets for the Security Officers must be signed by a designated CSRC employee at each location

The invoice for services must be for allowable and allocable costs incurred during the term of this contract according to the Statement of Work. Total billable costs, combining all invoices submitted by the VENDOR under this contract, shall not exceed a total annual price of \$40,341.60 + 10% for special projects, events, etc. as described above, unless CSRC amends the contract.

CONFLICT OF INTEREST:

The VENDOR must declare conflicts of interest, if any arise, between the VENDOR's services to CSRC and those services that the VENDOR may provide to others. The VENDOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

CONFIDENTIALITY:

The VENDOR will keep information related to all CSRC issues in strict confidence. Other than written reports submitted to CSRC, the VENDOR will not publish, reproduce or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on staff, CSRC employees, or state and federal authorities who must have the information on a "need to know" basis.

TRAVEL, TAXES, INSURANCE, BENEFITS, EMPLOYEE STATUS:

The VENDOR, upon signing this contract, acknowledges that the security officers are not regular employees of CSRC and that they are responsible for travel costs related to performing the tasks required under this contract, insurance (including worker's compensation), benefits (including retirement), taxes or any other costs associated with doing business with CSRC.



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The VENDOR will maintain workers' compensation insurance for their security officers, a copy of which must be supplied to CSRC within 10 days of the execution of this contract, or provide CSRC with a letter stating why insurance will not, or cannot, be obtained.

CERTIFICATIONS:

The VENDOR, upon signing this contract, will complete the attached certifications and abide by the terms contained therein.

RIGHT OF RENEWAL

The VENDOR and CSRC may mutually agree to continue this contract as long as funding is available and there is sufficient work to warrant continuation.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this contract may be de-obligated and no longer available, owing, or due, should the VENDOR fail to meet the terms of this contract. CSRC reserves the right to terminate, in writing, this contract should CSRC not receive funding sufficient to pay the VENDOR. Services rendered prior to the date of termination will be paid.

Parties to this CONTRACT may terminate the CONTRACT with 60 days' written notice delivered in person to the other parties.

PRIMARY CONTACTS:

CSRC:	<u>Caren Belowch</u>	VENDOR:	<u>Adam Giddens, CPA</u>
	<u>Facilities Manager</u>	TITLE:	<u>CFO</u>
	<u>(866) 482-4473 x. 422</u>	PHONE NUMBER:	<u>9043848071</u>
	<u>cbelowch@careersourcerc.com</u>	EMAIL:	<u>agiddens@giddenssecurity.com</u>

Both parties agree that e-mail using CSRC's network will be the primary choice of communication.

SIGNATURES AND ATTESTATIONS

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

CAREERSOURCE RESEARCH COAST

GIDDENS SECURITY CORPORATION

Name: Brian K. Bauer

Title: President/CEO

Signature: Brian Bauer

Date: 6/11/2020 2:17 PM EDT

Name: Adam Giddens

Title: Chief Financial Officer

Signature: Adam Giddens

Date: 6/12/2020 2:14 PM EDT



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ATTACHMENT TO SECURITY SERVICES

This attachment is part of the Security Services Vendor Contract by and between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and Giddens Security Corporation (VENDOR) for security services described in the Vendor Contract attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by the VENDOR with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: VENDOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. VENDOR will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

VENDOR certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from Client under Title I of the WIOA, VENDOR assures that it will comply fully with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The VENDOR agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the VENDOR to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.



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- i. VENDOR also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements VENDOR makes to carry out the WIOA Title I-financially assisted program or activity. VENDOR understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, VENDOR shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The VENDOR shall report any violation of the above to the contract manager. Energy Efficiency: The VENDOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

VENDOR will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

VENDOR shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, VENDOR must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

6. CONFIDENTIALITY

It is understood that the VENDOR shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. VENDOR shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by VENDOR, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.



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8. MONITORING

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, VENDOR shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the VENDOR'S expense, at reasonable locations as determined by Client. VENDOR shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

VENDOR agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, VENDOR shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

VENDOR shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

VENDOR agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days' prior written notice to the other party.
- b. CSRC may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CSRC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. VENDOR fails to provide any of the services it has contracted to provide; or
 - ii. VENDOR fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If VENDOR disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CSRC, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.




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In the event this modified agreement is terminated for cause, VENDOR shall be liable to CSRC for damages sustained for any breach of this modified agreement by the VENDOR, including court costs and attorney fees, when cause is attributable to the VENDOR.

In instances where VENDORS/sub grantees violate or breach modified agreement terms, CSRC will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

Contractor Name: Giddens Security Corporation

Authorized Representative Name & Title: Adam Giddens, Chief Financial Officer

Authorized Signature: 6FB258B2C399438...

Date: 6/12/2020 | 2:14 PM EDT