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Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Brian Candela at bcandela@norwalkct.org to provide written public comment prior to the meeting.

COMMON COUNCIL ORDINANCE COMMITTEE **REGULAR MEETING**

September 15, 2020
7:00 p.m. – By videoconference and Teleconference

AGENDA

- 1. ROLL CALL:**
- 2. PUBLIC HEARING (possible action on):**
- 3. PUBLIC HEARING DISCUSSION:**
- 4. PUBLIC COMMENT:**
- 5. ACCEPTANCE OF MINUTES:**

- August 18, 2020 – regular meeting of the ordinance committee

6. OLD BUSINESS:

- Discuss and vote on Code of Ethics Section 32-4 – Conflicts of Interests; interference with duties; prohibited interests; exceptions.
- Evidentiary Hearing concerning the matter of Executive Session Hans Jean v. Century Protective Services, Inc., File No. 50470-0059.
 - It is anticipated that the Ordinance Committee will go into Executive Session pursuant to Conn. Gen. Stat. §§ 1-200(6)(E) and 1-210(b)(10) following the Evidentiary Hearing in the matter of Hans Jean v. Century Protective Services, Inc., File No. 50470-0059.
 - Proposed Action Item: The Ordinance Committee hereby acknowledges that it will make a decision following the evidentiary hearing in the matter of Hans Jean v. Century Protective Services, Inc., File No. 50470-0059. The decision will be in compliance with Chapter 62 of Norwalk's City code.

7. NEW BUSINESS:

8. DISCUSSION ITEM:

9. ADJOURNMENT:

**Draft Meeting Minutes from
the 8/18/2020 Ordinance
Committee Meeting**

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**CITY OF NORWALK
ORDINANCE COMMITTEE
AUGUST 18, 2020
BY VIDEOCONFERENCE AND TELECONFERENCE**

ATTENDANCE: Lisa Shanahan, Chair; David Heuvelman; Dominique Johnson;
Thomas Keenan; Manny Langella; Thomas Livingston;
Kadeem Roberts

STAFF: Brian Candela, Corporation Counsel

OTHERS: Michael Church, Board of Ethics

ROLL CALL

Ms. Shanahan called the meeting to order at 7:01 p.m. and called the Roll as indicated above.

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PUBLIC HEARING (possible action on)

Discuss and Vote on Code of Ethics Section 32-8 Prohibited Gifts

Ms. Shanahan opened the public hearing.

No members of the public wished to speak and no members of the public submitted comments.

Ms. Shanahan closed the public hearing.

PUBLIC HEARING DISCUSSION

The Committee members discussed the Code of Ethics Section 32-8 and made grammatical suggestions and changes to the Section for consistency.

Mr. Livingston commented that awards and certificates are limited to \$200.00, but meals are limited to \$150.00. He asked if the Committee wanted to be consistent. Mr. Heuvelman noted that these are two different things and could have different monetary values. The Committee did not make a change to the language.

- ** MR. LIVINGSTON MOVED THE CODE OF ETHICS SECTION 32-8
PROHIBITED GIFTS TO THE FULL COMMON COUNCIL WITH
ADMINISTRATIVE CHANGES
** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

PUBLIC COMMENT

No members of the public wished to speak, and no members of the public submitted comments.

ACCEPTANCE OF MINUTES

July 21, 2020 regular meeting of the Ordinance Committee

The following corrections were made to the minutes:

Page 2 – paragraph 5 – should read: The Common Council could repeal the amendment before the 11th year.

Page 2 – change item for Ordinance

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Page 2 – add: with regards to what projects have received benefits and its impact, the Mayor and Common Council will get reports at least every three years.

Page 5 – the Committee members went into Executive Session at 8:01 p.m. and came out of Executive Session at 8:19 p.m.

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES AS AMENDED**
**** MOTION PASSED UNANIMOUSLY BY A SHOW OF HANDS**

OLD BUSINESS

Discuss and vote on Code of Ethics Section 32-4 – Conflicts of Interests; interference with duties; prohibited interests; exceptions

Mr. Candela explained that this item was discussed during the prior Ordinance Committee. In early 2019, this section of the Ordinance went back to the Board of Ethics. He explained that what was before this Committee were the initial changes and the responsive changes made by the Ordinance Committee the last time this was before the Ordinance Committee. Some of the questions had to do with Common Council members who asked to service on other boards and committees.

Mr. Candela said he would bring any questions or concerns to the Board of Ethics.

Ms. Shanahan said the definition of a conflict of interest is buried and should be pulled out. She said she would like to know more about Section 32-A-6 and said that Section 32-A-5 is hard to understand.

Mr. Church explained that the thought process about the definition of a conflict of interest was that it was intentionally left vague and left to one's best discretion.

Mr. Church said the Board of Ethics recognizes that a lot of people serve on different boards and committees and they want them to be able to do so.

Mr. Candela said that one of the things they tried to do was to allow the Board of Ethics to use their discretion. The goal was to give them the ability to use their judgement. He said they can't legislate every scenario. By being broad in their definition, allows the Board of Ethics to use their judgement.

Mr. Livingston said his concern is that an individual should be able to look at the Ordinance to see the Conflict of Interest and provide guidance. The focus should be on being able to tell the employee what is wrong.

Mr. Church said they would have to come up with different instances for each committee or organization and would add 10 pages to this section. He said the question should be “am I benefiting from this disproportionately?”

Ms. Shanahan suggested re-organizing 32-4 to identify what shall not be done.

Mr. Candela said when they worked on the Ordinance, they looked at other Ordinances and said this is similar to how other municipalities do it. He added that 32-4-A provides a comprehensive guide.

Mr. Keegan suggested providing a definition followed by examples.

Mr. Langella suggested adding the words “but not limited to”.

Mr. Candela said he will bring the suggestions to the Board of Ethics.

**** MR. HEUVELMAN MOVED TO TABLE CODE OF ETHICS SECTION
32-4 – CONFLICTS OF INTERESTS; INTERFERENCE WITH DUTIES;
PROHIBITED INTERESTS; EXCEPTIONS TO THE NEXT MEETING
** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

Executive Session: It is anticipated that the Committee will go into Executive Session pursuant to Conn. Gen. Stat. §§1-20 (6) (E) and 1-210 (b) (10) to discuss the Memorandum of Assistant Corporation counsel, Darin L. Callahan dated August 14, 2020 concerning Hans Jean v. Century Protective Services, Inc. File No. 50470-0059

**** MR. LIVINGSTON MOVED TO GO INTO EXECUTIVE SESSION AT
7:38 P.M. TO DISCUSS THE MEMORANDUM OF ASSISTANT
CORPORATION COUNSEL, DARIN L. CALLAHAN DATED AUGUST
14, 2020 CONCERNING HANS JEAN V. CENTURY PROTECTIVE
SERVICES, INC. FILE NO. 50470-0059
** MOTION PASSED UNANIMOUSLY**

The public was excused, and Mr. Callahan joined the Committee members and Mr. Candela in Executive Session.

The Committee members came out of Executive Session at 8:11 p.m.

During Executive Session, no motions were made and not action was taken.

Proposed Action Item: The Committee hereby acknowledges receipt of Century Protective Services, Inc. response dated August 12, 2020, concerning Hans Jean v. Century Protective Services, Inc. File No 50470-0059

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- ** MS. SHANAHAN MOVED TO ACCEPT RECEIPT OF CENTURY PROTECTIVE SERVICES, INC. RESPONSE DATED AUGUST 12, 2020, CONCERNING HANS JEAN V. CENTURY PROTECTIVE SERVICES, INC. FILE NO 50470-0059**
- ** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

Proposed Action Item: Adopt findings pursuant to Chapter 62-8 (B) (2) of the Code of the City of Norwalk in the matter of Hans Jean v. Century Protective Services, Inc. File No 50470-0059

- ** MS. SHANAHAN MOVED TO ADOPT FINDINGS PURSUANT TO CHAPTER 62-8 (B) (2) OF THE CODE OF THE CITY OF NORWALK IN THE MATTER OF HANS JEAN V. CENTURY PROTECTIVE SERVICES, INC. FILE NO 50470-0059**
- ** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

Ms. Shanahan said the findings will be posted on the City of Norwalk's website. This will be a finding of non-compliance.

Mr. Livingston thanked Ms. Shanahan, Mr. Callahan and Mr. Candela for their hard work.

NEW BUSINESS

There was no new business discussed this evening.

DISCUSSION ITEM

There was no discussion this evening.

ADJOURNMENT

- ** MR. KEEGAN MOVED TO ADJOURN**
- ** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

There was no further business and the meeting was unanimously adjourned at 8:15 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

CHAPTER 32 CODE OF ETHICS

SECTION 32-4: CONFLICTS OF INTERESTS

Beard Code of Ethics Revisions

Chapter 32. Code of Ethics

§ 32-4. Conflicts of interests; interference with duties; prohibited interests; exceptions.

A. Conflicts of Interest^[KM1]:

A conflict of interest exists whenever an Officer or Employee will more likely than not benefit, disproportionately from other citizens of the city, directly or indirectly, from a decision over which they have influence.

In the event an officer~~Officer~~ or employee~~Employee~~ of the City has a known conflict of interest, he or she shall disclose it in writing to their supervisor, and the supervisor shall file the written disclosure statement with the City Clerk. ~~and if~~ If such conflict is material, the Officer or Employee with the declared conflict ~~he or she~~ shall recuse himself or herself from taking any action, with regard to the City, related to the conflicting transaction, business or interest, including but not limited to, participating in discussions, meetings, or votes involving the conflicting interest, except as otherwise provided in Subsection C.

A.B. ~~A.~~ Prohibited Actions and Transactions

Unless otherwise provided in Section 32-4, a ~~A~~ Municipal Employee or Officer shall not:

- (1) ~~Not~~ Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to appoint an Immediate Family member to a municipal position, whether paid or unpaid;
- (2) ~~Not~~ Have a role, directly or indirectly, in obtaining a ~~f~~Financial ~~b~~Benefit, hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
- (3) ~~Not~~ Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to refrain from hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
- (4) ~~Not~~ Provide a Financial Benefit to a third party business or independent contractor, which is owned, operated, and/or controlled by an Immediate Family member;
- (5) ~~(v) — Officer and employee of the City should avoid Avoid engaging in any business or transaction and should refrain from having an interest, directly or indirectly, which is~~

~~materially in conflict with or materially incompatible with the proper discharge of his or her official duties for the City or might otherwise influence or impair his or her independence of judgment and action in the performance of said duties for the City; Engage in any business or transaction or have a personal, Immediate Family or business interest, directly or indirectly, that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties.~~

- (6) ~~Not d~~Deliberate or participate in a decision or action by the Agency of which the iIndividual is a member or is employed if such iIndividual or any member of his or her Immediate Family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that aAgency, unless otherwise provided by law. ~~Nothing herein shall prohibit any of the City's ordinance list Employees from representing the City's interests in any municipal labor contract negotiation or grievance procedure, merely because he or she is an ordinance list Employee;~~
- (7) ~~Not, b~~Grant, by virtue of his or her office or position of employment with the City, ~~grant~~ any special consideration, treatment or advantage to any pPerson beyond that which is generally available to the public;
- (8) ~~Not, b~~Receive by virtue of his or her office or position of employment with the City, ~~receive~~ any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or Officers and Employees of the City. ~~generallgeneral~~

~~Conflicts of Interest~~ (K2):

~~In the event an officerOfficer or employeeEmployee of the City has a known conflict of interest, he or she shall disclose it in writing to their supervisor, and the supervisor shall file the written disclosure statement with the City Clerk., and if If such conflict is material, the Officer or Employee with the declared conflict he or she shall recuse himself or herself from taking any action, with regard to the City, related to the conflicting transaction, business or interest, including but not limited to, participating in discussions, meetings, or votes involving the conflicting interest, except as otherwise provided for herein.~~

C. **Exceptions:** Subsections A, and B of this section do not prohibit the following:

—

~~B-~~

~~Unless otherwise provided by law, an officeror employee of the City shall not deliberate or participate in a decision or action by the agency of which the individual is a member or is employed if such individual or any member of his or her immediate family has any interest~~

~~in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that agency. Nothing herein shall prohibit any of the City's ordinance list employees from representing the City's interests in any municipal labor contract negotiation or grievance procedure, merely because he or she is an ordinance list employee.~~

~~C.~~

~~An officer or employee, in performing in his or her office or position of employment with the City, shall not grant any special consideration, treatment or advantage to any person beyond that which is generally available to the public.~~

~~D.~~

~~An officer or employee shall not by virtue of his or her office or position of employment with the City receive any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or officers and employees of the City generally.~~

~~[KM2] C.E. Exceptions~~

~~— Subsections A, and B, C, and D of this section do not prohibit the following:~~

- ~~(1) The employment of an officerOfficer or employeeEmployee by a pPerson who has or who may enter into a contract with the City that is available to members of the general public through open bidding or other process, if the preparation, procurement or performance of the contract is not before the officerOfficer's or employeeEmployee's aAgency or the officerOfficer or employeeEmployee is not responsible for any aspect of the transaction underlying the contract, and the employeeEmployee's or officerOfficer's or Employee's relationship is disclosed in writing to the City Clerk.~~
- ~~(2) A purchase, sale, foreclosure or condemnation of property or any interest therein involving the City and an officerOfficer or employeeEmployee of the City, if the transaction is conducted according to applicable public procedures. The officerOfficer or employeeEmployee must take no part in the transaction on behalf of the City and an independent officerOfficer or aAgency must approve the terms of the transaction, in writing. Where appropriate and in accordance with this Code of Ethics, the officerOfficer or employeeEmployee should make written disclosure of the transaction to the City Clerk.~~
- ~~(3) A contract or transaction between an officerOfficer or employeeEmployee and the City, which contract or transaction does not involve his or her aAgency and is available to the general public through open bidding or other process. Where appropriate and in~~

~~accordance with this Code of Ethics, the Officer or Employee shall make written disclosure of the transaction to the City Clerk.~~

- (4) Performance of a contract involving the City and an ~~officer~~Officer or ~~employee~~Employee or a member of his or her ~~immediate family~~Immediate Family, which was executed or entered prior to the date of hire, appointment or election of such ~~officer~~Officer or ~~employee~~Employee by the City, when written disclosure of the terms of such contract is filed in accordance with this Code of Ethics with the City Clerk.
- (5) Employment of an ~~officer~~Officer or ~~employee~~Employee by a media organization ~~newspaper~~ that publishes a public notice, resolution, ordinance or other document, the publication of which is required by law.
- (6) ~~Employment of an officerOfficer or employeeEmployee by a public utility regulated by the Public Utilities Regulatory Authority. Public Utilities Commission.~~
- (6) Unless otherwise prohibited by law, nothing ~~[KM4]Nothing~~ herein shall preclude an ~~officer~~Officer or ~~employee~~Employee of the City from serving on the board of charitable or nonprofit entities or agencies, provided the ~~officer~~Officer or ~~employee~~Employee makes written disclosure of the relationship to the City Clerk and the ~~officer~~Officer or ~~employee~~Employee shall take no action with regard to the City related to such charitable or nonprofit entity or ~~a~~Agency.
- (7) Unless otherwise prohibited by law, nothing ~~[KM5]Nothing~~ herein shall preclude an ~~officer~~Officer or ~~employee~~Employee of the City from serving on the board of an entity or ~~a~~Agency as a designated representative of the City and in such capacity his or her actions as a representative of the City shall not of itself constitute a conflict of interest under this Code of Ethics.
- (8) An ~~officer~~Officer or ~~employee~~Employee participating in any program offered by the City to ~~employee~~Employees and ~~officer~~Officers generally, including such programs as discount purchase programs, health and education programs, and recreational events.
- (9) ~~City's Ordinance List Employees may represent the City's interests in any municipal labor contract negotiation or grievance procedure.~~

Evidentiary Hearing – Living Wage Complaint

Chapter 62. Living Wage

[HISTORY: Adopted by the City of Norwalk Common Council 1-9-2007. Amendments noted where applicable.]

GENERAL REFERENCES

Bidding and purchasing — See Ch. 19.

Taxation — See Ch. 103.

§ 62-1. Title.

This chapter shall be known as the "Norwalk Living Wage Ordinance."

§ 62-2. Purpose.

The purpose and intent of this chapter is to ensure that employees of the City of Norwalk, or employees of any entity that receives a substantial tax benefit from the City of Norwalk, or employees of any entity that receives substantial compensation by reason of a contract with the City of Norwalk to provide items or services, are paid a wage sufficient for a family of four to live at or above the federal poverty level. This would permit a family to meet basic needs in housing, child care, food, clothing, household items, transportation, health care, and taxes, and thereby reduce that family's dependence on other taxpayer-funded social programs.

§ 62-3. Definitions.

For purposes of this Living Wage Chapter, the following terms have the meanings indicated:

CITY OF NORWALK or CITY

The government of the City of Norwalk, or any department, board, agency, or commission of the City of Norwalk, but does not include the Norwalk Board of Education, its departments, or any entity under the jurisdiction of the Board of Education.

COVERED EMPLOYER

The City of Norwalk, or any individual or entity that is the contracting party pursuant to a service contract entered into after the effective date of this Living Wage Chapter, or any individual or entity that is the named recipient of a tax benefit approved after the effective date of this Living Wage Chapter, except that the following shall not be considered covered employers for purposes of this Living Wage Chapter:

- A. Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation

is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended; or

- B. Any entity that employs fewer than 25 employees.

ELIGIBLE EMPLOYEE

A person who is employed by a covered employer, during a period when a service contract or a tax benefit is in effect, who is a permanent employee, working on a full-time basis, with a normal workweek of 30 or more hours. The following shall not be considered eligible employees for purposes of this Living Wage Chapter:

- A. An employee of the City of Norwalk who is a temporary or seasonal employee. For purposes of this Living Wage Chapter, any employee whose accumulated compensated hours in a calendar year is less than 0.75 FTE shall be considered a temporary or seasonal employee; or
- B. An employee less than 18 years of age; or
- C. An employee who is hired as part of a school-to-work program; or
- D. A student who serves in a work-study program or as an intern in a position that advances the student's career potential; or
- E. A trainee participating for not more than six months in a training program; or
- F. An employee enrolled in a governmentally funded vocational rehabilitation program; or
- G. A volunteer working without pay; or
- H. An employee exempted under Section 14(c) of the Fair Labor Standards Act due to his or her disabilities; or
- I. Any person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate.

HEALTH BENEFITS

Comprehensive family medical coverage which does not require the employee to contribute more than 33% of his or her annual wages towards the payment of the health insurance premiums and deductibles.

LIVING WAGE

A minimum hourly wage rate, before taxes and all other employer deductions, which, when paid for 40 hours of work per week, 52 weeks per year, is equal to 115% of the poverty threshold for a family of four, as published annually in the Federal Register by the U.S. Department of Health and Human Services under the authority of Section 673(2) of the Omnibus Reconciliation Act of 1981.

SERVICE CONTRACT

Any contract awarded by the City of Norwalk to any individual or entity for services, which involves an expenditure of \$25,000 or more in any one fiscal year. The following shall not be considered service contracts for purposes of this Living Wage Chapter:

- A. Any contract for the purchase or lease of goods, products, equipment, commodities or supplies; or

- B. Any contract where services are provided incidental to the purchase, lease or delivery of goods, products, equipment, commodities or supplies; or
- C. Any interlocal cooperation agreements between the City of Norwalk and other governmental entities, or any contract where the City of Norwalk has joined with other municipalities in a regional or collaborative effort to contract with private concerns to provide municipal services.

TAX BENEFIT

Any agreement approved by the City of Norwalk for a tax credit, tax exemption, tax assessment arrangement or tax abatement for property taxes otherwise payable to the City of Norwalk, with a total value of at least \$25,000.

§ 62-4. Health benefits.

- A. During the term of any service contract, or while any tax benefit is in effect, covered employers shall pay their eligible employees no less than a living wage, if health benefits are offered to the eligible employee.
- B. Covered employers must submit satisfactory proof to the Town Finance Department that health benefits have been offered to eligible employees.
- C. If a covered employer elects not to offer health benefits to eligible employees or, if satisfactory proof of such benefits is not submitted, the covered employer shall pay eligible employees a living wage plus additional wages in lieu of health benefits of \$3 per hour.

§ 62-5. Annual adjustments.

- A. The living wage shall be adjusted annually as necessary to reflect annual changes in the federal poverty threshold.
- B. The amount of the wage payment in lieu of health benefits payable under § 62-4C shall be adjusted annually in proportion to the change in average health benefits costs, if any, as measured by the Consumer Price Index for All Urban Consumers for the Northeast Urban-Size Class B/C for Medical Care over the preceding year, or other appropriate measure of health care cost inflation.
- C. No less than 30 days prior to the commencement of the fiscal year, the City Finance Department shall calculate the necessary adjustments to the living wage and the amount of the wage payment in lieu of health benefits and shall provide a written explanation and notice to each covered employer of the newly adjusted amounts.
- D. After such adjustment, the living wage and any wage payment in lieu of health benefits shall become effective and shall be paid to any eligible employee within 60 days after receipt of notice by the covered employer.

§ 62-6. Obligations of covered employers.

- A.

Covered employers shall, within six months of the commencement of any service contract or the initial receipt of any tax benefit, and thereafter on an annual basis, provide the City Finance Department with a report as to employment practices which are subject to this Living Wage Chapter. The report shall adhere to a format specified by the City Finance Department and shall include:

- (1) A statement, as to each eligible employee, containing the following:
 - (a) The employee's job title;
 - (b) The lowest hourly wage earned by the employee for the reporting period immediately preceding the filing of the report;
 - (c) An indication as to whether the eligible employee was offered access to a plan for health benefits sponsored by the covered employer;
 - (d) If the eligible employee was offered access to a plan for health benefits sponsored by the covered employer:
 - [1] The amount of the hourly equivalent value of the covered employer's contribution to that health insurance plan on behalf of the eligible employee (annual contribution divided by 2,080); or
 - [2] If the Eligible Employee elected not to participate in the health insurance plan, but could have done so, then what the hourly equivalent value of the covered employer's contribution to that health insurance plan (annual contribution divided by 2,080) would have been; and
 - (e) A signed attestation by an officer of the covered employer that the information provided in the report is truthful and accurate, and that the officer is aware of the provisions of this Living Wage Chapter.
- B. The City shall include in all service contracts and tax benefit agreements subject to this Living Wage Chapter language satisfactory to the City Finance Department which incorporates all appropriate provisions, obligations and responsibilities, including reporting obligations, of covered employer under this Living Wage Chapter.
- C. Every covered employer shall post and keep in a conspicuous place on its premises where notices to employees are customarily posted, a copy of this Living Wage Chapter or other materials promulgated by the City Finance Department designed to inform employees of their rights under the Norwalk Living Wage Chapter.

§ 62-7. Prohibited practices.

- A. No covered employer will fund wage increases required by this Living Wage Chapter, or otherwise respond to the provisions of this Living Wage Chapter, by reducing the health, insurance, pension, vacation, or other nonwage benefits of any of its employees.
- B. A covered employer shall not discriminate in any manner against any employee for making a complaint, participating in the complaint proceedings, or using civil, statutory or collective bargaining remedies to advance their interests under this Living Wage Chapter. The Corporation Counsel, or his or her designee, shall investigate allegations

of retaliation or discrimination and seek appropriate relief if there is probable cause to believe the allegations to be true.

§ 62-8. Enforcement.

A. Enforcement of the provisions of this Living Wage Chapter may be based on complaints of noncompliance by eligible employees or on monitoring for compliance by the City Finance Department.

B. Complaint process.

- (1) Any eligible employee who believes his or her employer is not complying with this living Wage Chapter may file a complaint in writing with the Ordinance Committee of the Common Council or its designee within 90 days after the alleged violation.
- (2) Upon receipt of a written complaint under this Living Wage Chapter, the Ordinance Committee of the Common Council or its designee shall order an investigation of the complaint, utilizing such resources of the City of Norwalk as may be required to conduct the investigation. During the investigation, the Ordinance Committee of the Common Council or its designee may request from the covered employer such evidence as may be required to determine whether the covered employer has been compliant. The Ordinance Committee of the Common Council or its designee shall complete the investigation and make a finding of compliance or noncompliance within 45 days after receipt of the complaint.
- (3) The Ordinance Committee of the Common Council or its designee shall give notice of his or her findings to the covered employer. The covered employer may dispute a finding of noncompliance by requesting a hearing from the Ordinance Committee of the Common Council or its designee within 30 days of the finding. A hearing shall be conducted by the Ordinance Committee of the Common Council or its designee within 30 days after receipt of the request. The Ordinance Committee of the Common Council or its designee shall affirm or reverse the finding based on evidence presented at the hearing by the City Finance Department and the Covered Employer.
- (4) If at any time during the complaint proceedings, the covered employer voluntarily makes restitution of wages or benefits not paid to the eligible employee, or otherwise remedies the violation alleged, then the Ordinance Committee of the Common Council or its designee shall thereafter dismiss the complaint against the covered employer.

C. Remedies.

- (1) If, after notice of finding and hearing, a covered employer is found to be noncompliant, the covered employer shall correct violations and make restitution of wages retroactively to the beginning of the period of noncompliance within 15 days, unless otherwise extended by way of agreement between the covered employer and City Finance Department.
- (2) If violations are not corrected within 15 days or within the time frame otherwise agreed upon between the City Finance Department and the covered employee, the Ordinance Committee of the Common Council or its designee may do one or more of the following:

- (a) Freeze or suspend the covered employer's service contract, until the City Finance Department determines that the violations have been corrected;
 - (b) Revoke the covered employer's tax benefit;
 - (c) Designate the covered employer as ineligible for future tax benefits or service contracts for three years or until all restitution has been paid, whichever is longer.
 - (d) Impose a penalty for the violation, said penalty to be not less than \$1 and not more than \$100. Each day that any such violation shall continue shall constitute a separate offense and shall be punishable as such.
- (3) Liability for payment of a living wage shall rest solely with the covered employer. The City of Norwalk shall not be held liable in a civil action or administrative proceeding for lost wages or other economic losses resulting from the failure to pay a living wage, except when it acts in the capacity of a covered employer.

§ 62-9. Waivers and exemptions.

- A. A covered employer may request that the Ordinance Committee of the Common Council or its designee grant a waiver, in whole or in part, of any of the requirements of this Living Wage Chapter. A request for waiver shall be made in writing to the Ordinance Committee of the Common Council or its designee.
- B. The Ordinance Committee of the Common Council or its designee may apply for a special waiver where payment of the living wage by a covered employer will substantially curtail the services provided by the City, have an adverse financial impact on the City; or is not in the best interests of the City. A request for a special waiver shall be forwarded by the Ordinance Committee of the Common Council to the Common Council or its designee for action in the form of a resolution.
- C. Where the Corporation Counsel renders an opinion that the application of this Living Wage Chapter to a particular service contract or tax benefit would violate a specific state or federal statutory, regulatory, or constitutional provision or provisions, that particular service contract or tax benefit may be exempted from the application of this Living Wage Chapter, provided that the Ordinance Committee of the Common Council or its designee approves the exemption on that basis. A request for an exemption shall be forwarded by the Ordinance Committee of the Common Council or its designee to the full Common Council for action in the form of a resolution.

§ 62-10. Annual reporting to the Common Council.

No less than 90 days after the commencement of each fiscal year, the City Finance Department shall forward a living wage report to the Common Council, indicating for each service contract or tax benefit in effect during the previous fiscal year:

- A. A general description of the service contract or tax benefit and the nature of the covered employer; and
- B.

The number of eligible employees working for each covered employer, broken down by job title, and the wage rate paid for each position for each such that it can be determined that all eligible employees earn at least the living wage; and

- C. The cost to the City in terms of increased payroll expenditures for persons employed by the City who receive a living wage but, in the absence of this Living Wage Chapter, would not be eligible to receive a living wage; and
- D. To the extent feasible, an estimate of the total annual cost to the City attributable to the effect of this Living Wage Chapter, taking into account such factors as increased expenditures for service contracts subject to this Living Wage Chapter as compared to similar or equivalent contracts not subject to this Living Wage Chapter, or changes observed in the quantity or quality of bidders for City service contracts, or any other reasonably measurable and quantifiable monetary impact observed in connection with the implementation of this Living Wage Chapter; and
- E. To the extent feasible, an estimate of the total City employee hours dedicated to implementation, oversight and enforcement of the provisions of this Living Wage Chapter.

§ 62-11. First-source hiring of City residents.

Covered employers shall make best efforts to attempt to fill all new positions which result from a service contract or tax benefit with residents of the City of Norwalk.

§ 62-12. When effective.

This chapter shall take effect upon publication in accordance with the City Charter.

File No. 50470-0059	:	City of Norwalk
	:	
Hans Jean	:	Norwalk Ordinance Committee
	:	
Complainant	:	
	:	
v.	:	
	:	
Century Protective Services, Inc.	:	
	:	
Respondent	:	August 18, 2020

LIVING WAGE DECISION

1. On July 14, 2020, HANS JEAN (the "Complainant") filed a written complaint with the City of Norwalk (the "City") alleging that Century Protective Service, Inc. (the "Respondent") violated Chapter 62-1 et seq. (the "Wage Ordinance") of The Code of the City of Norwalk (the "Code") by paying the Complainant an hourly wage less than the applicable "living wage" under the Wage Ordinance. The Complainant and Respondent collectively referred to as the "Parties".

2. Pursuant to Section 62-8(B)(2) of the Wage Ordinance, the Committee accepted the Complaint at its duly noticed July 21, 2020 Regular Meeting and ordered an investigation thereof.

3. On July 31, 2020, the Committee requested the Respondent to provide certain information, including, without limitation, any relevant factual information which the Respondent desired the Committee to consider in making findings pursuant to Section 62-8B. of the Wage Ordinance.

4. One August 12, 2020, the Respondent submitted its response to the Complaint, a copy of which has been received and accepted into the record of the Committee.

Findings

5. The Committee finds that it has jurisdiction over the Complaint and the Parties. Specifically, the Committee finds:

(a) That the Respondent provided security services to the City from July of 2015 through June 30, 2020 pursuant to a service contract dated July 9, 2015 (the "Service Contract");

(b) That the City paid the Respondent in excess of \$25,000 during each fiscal year of the Service Contract pursuant to the terms thereof;

(c) That between March 21, 2018 and June 30, 2020 (the "Relevant Period"), the Respondent employed the Complainant as a security guard, assigned him to provide aforementioned security services to the City with a normal work week of 30 or more hours; and

(d) That the Complaint was filed within 90 days of the alleged violation which, as alleged, was continuing through the Relevant Period.

6. The Committee finds that by entering into the Service Contract, the Respondent was bound by the Wage Ordinance.

7. Section 62-4A. of the Wage Ordinance provided that "During the term of any service contract, . . . covered employers shall pay their eligible employees no less than a living wage, if health benefits are offered to the eligible employee." During the Relevant Period, the living wage applicable under Section 62-4 A. of the Wage Ordinance was \$13.88.

8. Section 62-4C. of the Wage Ordinance further provides that "If a covered employer elects not to offer health benefits to eligible employees or, if satisfactory proof of such benefits is not submitted, the covered employer shall pay eligible employees a living wage plus additional wages in lieu of health benefits of \$3 per hour." During the Relevant Period, the living wage applicable to Employees under Section 62-4 C. of the Wage Ordinance was \$17.97.

9. The Committee finds that the Complainant was paid an hourly rate of \$14.50 per hours by the Respondent during the Relevant Period.

10. The Committee finds that it is the Respondent's burden to prove that it offered the Complainant health benefits during the Relevant Period pursuant to Section 62-4B. of the Wage Ordinance.

11. While the Respondent claims to have offered health benefits to the Respondent, the claim is merely a bald assertion lacking evidentiary support, and thus, lacks any probative evidentiary value. See Ferrari v. Johnson & Johnson, Inc., 190 Conn. App. 152, 168, 210 A.3d 115, 126 (2019) ("Mere statements of legal conclusions . . . and bald assertions, without more, are insufficient to raise a genuine issue of material fact capable of defeating summary judgment." (Internal quotation marks omitted.) CitiMortgage, Inc. v. Coolbeth, 147 Conn. App. 183, 193, 81 A.3d 1189 (2013), cert. denied, 311 Conn. 925, 86 A.3d 469 (2014).").¹

12. Further, Respondent's claim that the Complainant was offered health benefits was made through counsel only, and this, is not evidence. See Martin v. Liberty Bank, 46 Conn. App. 559, 563, 699 A.2d 305, 307 (1997) ("It is well settled that representations of counsel are not, legally speaking, evidence. See, e.g., Curtis v. Rives, 123 F.2d 936, 941 (D.C.Cir.1941); Dunn v. Stewart, 235 F.Supp. 955, 964 (S.D.Miss.1964); Celentano v. Zoning Board of Appeals, supra at [18]; American National Bank & Trust Co. v. Long, 281 Ala. 654, 656, 207 So.2d 129 (1968); Sloan v. Sloan, 393 So.2d 642, 644 (Fla.App.1981); Davis v. Independence, 404 S.W.2d 718, 720 (Mo.1966); Wilson v. Motors Ins. Corporation, 349 S.W.2d 250, 254 (Mo.App.1961) (statements of unsworn attorney do not prove themselves or constitute evidence); O'Hearn v. O'Hearn, 55 A.D.2d 766, 767, 389 N.Y.S.2d 651 (1976).") (Internal quotation marks omitted.) Cologne v. Westfarms Associates, 197 Conn. 141, 153-54, 496 A.2d 476 (1985).

¹ The Committee acknowledges Exhibit B of Respondent's August 12, 2020 submissions. However, the materials therein in no way evidence that the Complainant was offered health benefits.

13. More importantly, however, is that it is the Respondent's burden to "submit satisfactory proof to the Town Finance Department that health benefits have been offered to eligible employees" under the Wage Ordinance." (Emphasis added.) Pursuant to Section 62.6A. of the Wage Ordinance, the Respondent is obligated to submit periodic reports to the City concerning its compliance with the Wage Ordinance which shall include a statement for each Covered Employee containing the following:

(a) The employee's job title; (b) The lowest hourly wage earned by the employee for the reporting period immediately preceding the filing of the report; (c) An indication as to whether the eligible employee was offered access to a plan for health benefits sponsored by the covered employer; (d) If the eligible employee was offered access to a plan for health benefits sponsored by the covered employer: [1] The amount of the hourly equivalent value of the covered employer's contribution to that health insurance plan on behalf of the eligible employee (annual contribution divided by 2,080); or [2] If the Eligible Employee elected not to participate in the health insurance plan, but could have done so, then what the hourly equivalent value of the covered employer's contribution to that health insurance plan (annual contribution divided by 2,080) would have been; and (e) A signed attestation by an officer of the covered employer that the information provided in the report is truthful and accurate, and that the officer is aware of the provisions of this Living Wage Chapter."

14. The Respondent was obligated to file the aforementioned reports within six month of entering into the Service Contract, and annually thereafter. See Section 62-6(A) of the Wage Ordinance. In light of the length of the Service Contract, the Respondent's reporting deadlines pursuant to Section 62-6A. of the Wage Ordinance were on January 8, 2016; January 8, 2017; January 8, 2019; and January 8, 2020. The Respondent has not submitted copies of these reports, and therefore, Committee finds that the Respondent has not met its burden of proof that health benefits have been offered to the Complainant.

15. The balance of Respondent's response to the Complaint are tantamount to legal claims and defenses *asserted against the City*. However, the Respondent has failed to offer any precedential support for how such defenses may properly be raised within the context of these proceedings where the City is the tribunal and as such, are not properly before the Committee. To the extent that such defenses are advanced for the position that the Respondent was unaware of the Wage Ordinance or its obligation to comply therewith, that is no defense. See Provident Bank v. Lewitt, 84 Conn. App. 204, 209-10, 852 A.2d 852, 856 (2004) ("The familiar legal maxims, that everyone is presumed to know the law, and that ignorance of the law excuses no one, are founded upon public policy and in necessity, and the idea [behind] them is that one's acts must be considered as having been done with knowledge of the law, for otherwise its evasion would be facilitated and the courts burdened with collateral inquiries into the content of men's minds.... This rule of public policy has been repeatedly applied by [our Supreme Court]." (Citation omitted.) *Atlas Realty Corp. v. House*, 123 Conn. 94, 101, 192 A. 564 (1937); see also *State v. Hickey*, 80 Conn.App. 589, 596, 836 A.2d 457 (2003), cert. denied, 267 Conn. 917, 841 A.2d 1192 (2004).").

16. Based on the foregoing, the Committee finds that the Respondent failed to comply with the Wage Ordinance as follows:

(1) The Respondent failed to pay the Complainant the applicable living wage in accordance with Section 62-4C. of the Wage Ordinance; and

(2) The Respondent failed to comply with the reporting requirements of Section 62-6A. of the Wage Ordinance.

17. The Committee orders the Law Department to forthwith notify the Complainant and Respondent of this Decision.

By: Lisa Shanahan
Lisa Shanahan
Chair of the Norwalk Ordinance Committee

Date: August 18, 2022

Living Wage Complaint

My name is Hans Jean, I currently reside at 11 Spring Hill Avenue, Apartment B, Norwalk, CT 06850. I worked for Century Protective Services since March 21, 2018 until the end of their contract with the city of Norwalk, which was on June 30, 2020. My starting wage was \$14.50 per hour during the entire duration I was employed by them. My position with them was to provide security services at Norwalk City Hall on 125 East Avenue, Norwalk, CT 06850.

The reason for this complaint is obviously due to the fact I was not properly compensated due to me not receiving/denying health benefits from Century Protective Services. While the city of Norwalk was changing contracts with a different security company for Norwalk City Hall, I came across the Living Wage applicability form for the city of Norwalk. In this form, it states, "If health benefits are not provided to the employee, the employer must pay the living wage of \$17.97 per hour, which includes \$4.09 per hour in lieu of health benefits." However, I never received this extra \$4.09 per hour on top of my regular pay.

I put Century Protective on notice via email on June 24, 2020. However, they failed to ever respond to me, this led me to come to their corporate office at 150 Grand St, White Plains, NY 10601 on June 24, 2020. While seating at the waiting area, I met with Nelson Soracco, President and Founder of Century Protective Services, Inc. He stated to me verbally, any unpaid wages will eventually be paid to me as soon as possible.

Today, I sent an email to a Jenny Felippelli jf@centuryprotective.com, Klersten Genarelli KG@centuryprotective.com, Charlie DeSalvo cdesalvo@centuryprotective.com regarding a follow up because I did not have Nelson Soracco email. They forwarded it to Nelson and he eventually responded via email "Good Afternoon Hans Jean, Jenny forward me your email as to the status of your inquiry regarding the living wages in Norwalk. Subsequent to our meeting last week, I sent the copy of the document you provided to us along with our contract with the city of Norwalk for their review. The "Issue of fact" is that our contract with the city of Norwalk does not reflect the living wages specified in the document we reviewed. I was able to have a conversation with Neil a few days after and requested that as we were unaware of this obligation and it was not included in our agreement with them, they consider reimbursing us for the difference in wages so we may in turn reimburse you. Neil informed me that he is having this discussion this week and we should have an answer in the near future. I will keep you informed as we receive information from the city of Norwalk. If you have any other questions please use this email to contact me in any event I will inform you as soon as I hear back from Neil."

I will pursue legal assistance from my army reserve unit regarding this issue or I will contact the Connecticut labor Department depending on which best serves me, if Century Protective Services doesn't want to pay me. Since I know the corporation counsel does not represent me and they are only here to enforce the city of Norwalk laws.

RECEIVED

JUL 14 2020

**LAW DEPARTMENT
CITY OF NORWALK**

August 12, 2020

VIA EMAIL (dcallahan@norwalkct.org)

Darin Callahan, Esq.
Associate Corporation Counsel
City of Norwalk Corporation Counsel
City Hall, Rm 237
125 East Ave
Norwalk, CT 06851-5125

Re: Hans Jean/Century Protective Services, Inc. –
Response to Living Wage Complaint

Dear Mr. Callahan:

We represent Respondent Century Protective Services, Inc. ("Respondent" or "CPS") in connection with the above-referenced complaint filed by Complainant Hans Jean ("Complainant"). We submit our position for your consideration in response to Complainant's Living Wage Complaint (the "Complaint") filed with the City of Norwalk (the "City").

I. Introduction

On July 14, 2020, Complainant filed his Complaint with the City alleging that CPS failed to pay him a living wage as required under the City of Norwalk's Living Wage Ordinance (the "Ordinance"). Specifically, Complainant alleges that since he did not receive health care benefits, he was entitled to an hourly living wage of \$17.97 instead of \$14.50 (See Exh. A, Living Wage Complaint). For the reasons set forth herein, Complainant was not entitled to an increased wage of \$17.97 and CPS is not liable for any back wages or penalties under the Ordinance.

II. Factual Background

On or about February 26, 2015, CPS submitted a proposal to provide security services within the City. In conjunction with its proposal to the City, CPS provided the City with a list of rates for security officers as set forth below:

Norwalk City Hall

Position	Wage Rate	Bill Rate	Hol./OT Rate	Weekly Hours	Weekly Cost
Security Officer	\$14.00	\$19.60	\$29.40	40	\$784.00

Annualized @ 52 Weeks				2,080	\$40,768.00
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Norwalk Public Library

Position	Wage Rate	Bill Rate	Hol./OT Rate	Weekly Hours	Weekly Cost
Security Officer	\$14.00	\$19.60	\$29.40	119	\$2,332.00
Annualized @ 52 Weeks				6,188	\$121,284.80

(See Exh. B, Proposal Document, p. 29).

The City never once referenced the Ordinance in its communications with CPS nor raised any concerns about the proffered rates.

Additionally, in its proposal, CPS notified the City that it provides several employee benefits, including, but not limited to, a comprehensive major medical insurance plan. CPS provides all employees with a copy of its then-current employee handbook, which clearly explains all Company policies, requirements and terms of employment. Employees are afforded the opportunity to meet with a Human Resources representative on any issue or matter which needs further explanation, clarification or support, including, but not limited to, available health benefits (See *id.* at p. 14).

On July 9, 2015, CPS and the City entered into a three (3) year service contract pursuant to which CPS agreed to provide security services to the City in exchange for compensation and in accordance with the terms and conditions in its proposal as incorporated into the contract (See Exh. C, Contract at § 3). The total compensation paid to CPS, as referenced in Section 4 of the contract, was predicated upon the hourly rate paid to security personnel, which was previously disclosed to the City (See *id.* at § 4; see also Exh. B (disclosing hourly rate paid to security personnel and the fee paid by the City); Exh. D, Pricing Information (disclosing fee paid by the City incorporating hourly rates paid to security personnel)). The contract provided that the City could "from time to time, request changes in the scope of the Contractor's Services to be performed hereunder. Such changes, including any corresponding increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to [the contract]" (See *id.* at § 2(C)). Thus, the City agreed that the terms of the contract would govern any compensation and included no contractual obligations expressly deriving from the Ordinance.

On or about March 21, 2018, CPS hired Complainant to provide security services at Norwalk City Hall at an hourly rate which Complainant states to be \$14.50. CPS offered the Complainant the option to enroll in CPS's medical and other insurance plans. Complainant affirmatively declined to enroll in any of these plans.

III. Legal Analysis

The Ordinance requires that companies awarded service contracts by the City of Norwalk exceeding \$25,000 pay eligible employees a "living wage." The living wage is currently calculated to be \$13.88 per hour for eligible employees that are provided comprehensive health care benefits, or \$17.97 per hour for employees that are not provided comprehensive health care benefits.

A. CPS Is Not A "Covered Employer" Under The Ordinance.

The Complaint seeking back wages and penalties under the Ordinance must be dismissed because CPS is not subject to the Ordinance as a "covered employer." A "covered employer" is defined as "the City of Norwalk, or any individual or entity that is the contracting party pursuant to a service contract entered into after [January 9, 2007], or any individual or entity that is the named recipient of a tax benefit approved after [January 9, 2007]," excluding non-profit organizations as defined by the Ordinance and entities employing less than 25 employees. See Ordinance § 62-3, "Definitions." Here, CPS did not employ 25 or more employees within the City of Norwalk. The statute is otherwise silent as to whether it considers employees outside of the City of Norwalk and its definition of "eligible employee" indicates that it only considers employees within the City of Norwalk. An "eligible employee" is defined as "[a] person who is employed by a covered employer, during a period when a service contract or a tax benefit is in effect, who is a permanent employee, working on a full-time basis, with a normal workweek of 30 or more hours," but explicitly excludes "[a]n employee of the City of Norwalk who is a temporary or seasonal employee" or "[a]ny person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate." § 62-3(A) and (I). Therefore, the Ordinance does not apply to CPS and the Complaint must be dismissed.

B. Complainant's Claims Are Barred By The Statute Of Limitations.

The Complaint must also be dismissed because Complainant's claims are barred by the applicable statute of limitations. According to Section 62-8 of the Ordinance, regarding "Enforcement," "[a]ny eligible employee who believes his or her employer is not complying with this living Wage Chapter may file a complaint in writing with the Ordinance Committee of the Common Council or its designee within 90 days after the alleged violation." Here, according to the allegations in the Complaint, Complainant commenced his employment with CPS on or about March 21, 2018, at which time he was compensated \$14.50 per hour for the duration of his

employment. The Ordinance does not expressly toll the statute of limitations based upon the discovery rule or a continuing violation theory. As such, the 90-day period began to run on the first date Complainant received the alleged underpayment of wages (i.e., March 21, 2018 or shortly thereafter). Here, Complainant did not file his Complaint until July 14, 2020, over two years later. Complainant's claim are therefore barred by the 90-day statute of limitations. A determination to the contrary would result in substantial prejudice to CPS since it is now deprived of the opportunity to renegotiate the contract based upon what would have been a mutual mistake in entering into the terms of the original contract. Even worse, if the City was aware of the claimed issue and it is determined that CPS relied upon its intentional silence to its detriment, then CPS would have been induced into the contract at the agreed upon rates based upon fraud. The relatively short statute of limitations was likely intended to ensure that an individual cannot sue based upon "mistakes" that could have been promptly addressed years prior, rather than allow potential avoidable damages to accrue to one party's detriment.

C. The City Is Estopped From Arguing And Has Waived Any Basis To Argue That CPS Did Not Properly Pay Complainant.

Complainant's claim for back wages and penalties under the Ordinance are barred by the doctrines of estoppel and waiver because the City accepted CPS's hourly rate proposal, which explicitly disclosed the rates to be paid to security personnel. The doctrine of estoppel "operates in many contexts to bar a party from asserting a right that it otherwise would have but for its own conduct. . . ." *Giedrimiene v. Emmanuel*, No. CV075003255, 2010 Conn. Super. LEXIS 2785, at *55-56, 2010 WL 4723287, at *16-17 (Conn. Super. Oct. 22, 2010) (citing *Blackwell v. Mahmood*, 120 Conn. App. 690, 695, 992 A.2d 1219, 1225 (Conn. App. Ct. 2010)). "There are two essential elements to an estoppel-the party must do or say something that is intended or calculated to induce another to believe in the existence of certain facts and to act upon that belief; and the other party, influenced thereby, must actually change his position or do some act to his injury which he otherwise would not have done." *TD Bank, N.A. v. J & M Holdings, LLC*, 143 Conn. App. 340, 350, 70 A.3d 156, 163 (2013) (quoting *O'Connor v. Waterbury*, 286 Conn. 732, 757, 945 A.2d 936 (2008)) (internal quotation marks omitted).

"Waiver, as distinguished from estoppel, is the intentional relinquishment of a known right." *Wagner v. Kevan*, 27 Conn. Supp. 508, 512, 245 A.2d 881, 884 (Conn. Super. 1968) (citations omitted). A waiver may be evidenced in express terms or inferred from the circumstances. *Id.* at 513.

As established herein, CPS fully disclosed the proposed hourly rates that it intended to pay security personnel if awarded a contract with the City. The City took no issue with these rates and expressly agreed to the rates set forth in the proposal. The Ordinance went into effect in January 2007, nearly eight (8) years prior to the date that CPS submitted its proposal. Thus, the City was aware of the

Ordinance and yet remained silent as to its purported requirements and affirmatively agreed to CPS's proposal. CPS operated under the City's affirmative acceptance of its hourly rates and apparent omission of the Ordinance from the executed contract (even if the Ordinance hypothetically applied in this case). As such, the City should be estopped from reaching a determination that CPS should have applied the hourly rates set forth in the Ordinance.

For the same reasons, the City has waived its right to enforce the Ordinance in this case. After nearly three (3) years of operating under the same contract, the City now seeks to renege on its prior agreement and hold CPS accountable for a much higher hourly rate. Again, the Ordinance went into effect in January 2007 and yet the City knowingly entered into a contract with CPS that clearly did not intend to enforce the Ordinance in this particular case. Therefore, the City cannot now seek to hold CPS liable under the Ordinance, while receiving the benefits of a lower cost contract based upon its acquiescence, and the Complaint is subject to dismissal.

D. CPS Offered But Complainant Declined Health Benefits.

Assuming the Complaint is not dismissed for the reasons set forth above, the Complaint also fails because CPS complied with the express provisions of the Ordinance by **offering** Complainant health benefits. The Ordinance defines "health benefits" as "[d]uring the term of any service contract, or while any tax benefit is in effect, covered employers shall pay their eligible employees no less than a living wage, if health benefits are **offered** to the eligible employee. [...] Covered employers must submit satisfactory proof to the Town Finance Department that health benefits have been **offered** to eligible employees. [...] If a covered employer elects not to offer health benefits to eligible employees or, if satisfactory proof of such benefits is not submitted, the covered employer shall pay eligible employees a living wage plus additional wages in lieu of health benefits of \$3 per hour." Ordinance § 62-4, "Health Benefits." This definition does not expressly apply the Living Wage in the situation present here – where CPS **offered** Complainant health insurance benefits, but Complainant affirmatively declined those benefits.

The only portion of the Ordinance that seemingly addresses an eligible employee declining to enroll in a covered employer's health insurance plan is with respect to the covered employer's obligations to send a report to the City Finance Department consisting of, in relevant part, as follows:

A statement, as to each eligible employee, containing the following:

[...]

(d) If the eligible employee was offered access to a plan for health benefits sponsored by the covered employer:

[1] The amount of the hourly equivalent value of the covered employer's contribution to that health insurance plan on behalf of the eligible employee (annual contribution divided by 2,080); or

[2] *If the Eligible Employee elected not to participate in the health insurance plan, but could have done so, then what the hourly equivalent value of the covered employer's contribution to that health insurance plan (annual contribution divided by 2,080) would have been[.]*

Ordinance § 62-6, "Obligations of Covered Employers."

Here, CPS **offered** Complainant health benefits, but he affirmatively declined benefits for reasons unbeknownst to CPS. Nowhere in the Ordinance does it state that CPS can be held liable for back wages or penalties under these specific circumstances. CPS satisfied its obligations when it offered Complainant health benefits. Complainant cannot now claim that he has been deprived a benefit which he expressly waived.

For the reasons stated herein, CPS is not liable for wages or penalties under the Ordinance and the Complaint must be dismissed.

Respectfully submitted,

/s/Craig Bonnist

Craig Bonnist

KRM

File No. 50470-0059

City of Norwalk

Hans Jean,
Complainant

v.

Century Protective Services, Inc.,
Respondent

September 1, 2020

AFFIDAVIT OF ANGELA FOGEL

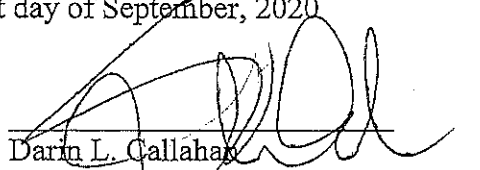
The undersigned being duly sworn depose and state as follows:

1. I am over the age of eighteen years and believe in the obligation and sanctity of an oath.
2. The information contained herein is true and accurate to the best of my knowledge, belief and recollection.
3. I am the Director of Management and Budgets, Finance Department, City of Norwalk.
4. I have reviewed the Finance Department's files concerning Century Protectives Services, Inc.
5. I was unable to locate any records from Century Protective Services, Inc. that establish its compliance with Chapter 62 of the City Code (Living Wage Ordinance).

Dated in Norwalk, Connecticut
this 1st day of September, 2020


Angela Fogel

Subscribed and Sworn to before me
this 1st day of September, 2020


Darin L. Callahan
Commissioner of the Superior Court

Candela, Brian

From: Hans Jean <hanswjean1992@gmail.com>
Sent: Wednesday, September 09, 2020 4:26 PM
To: Candela, Brian
Subject: Fwd: Wages

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Brian Candela,

Here is the email I was referring to! He is basically pushing blame to the city. I know on the living wage complaint form, it was stated that the city can not be held responsible for this manner.

Thank you,
Hans Jean

----- Forwarded message -----

From: Nelson Soracco <Nelson@centuryprotective.com>
Date: Tue, Jul 14, 2020 at 11:36 AM
Subject: Wages
To: hanswjean1992@gmail.com <hanswjean1992@gmail.com>
Cc: Jenny Felippelli <JF@centuryprotective.com>, recruit <Recruit@centuryprotective.com>

Good Afternoon Hans Jean, Jenny forward me your email as to the status of your inquiry regarding the living wages in Norwalk. Subsequent to our meeting last week, I sent the copy of the document you provided to us along with our contract with the city of Norwalk for their review. The "issue of fact" is that our contract with the city of Norwalk does not reflect the living wages specified in the document we reviewed. I was able to have a conversation Neil a few days after and requested that as we were unaware of this obligation and it was not included in our agreement with them, they consider reimbursing us for the difference in wages so we may in turn reimburse you. Neil informed me that he is having this discussion this week and we should have an answer in the near future. I will keep you informed as we receive information from the city of Norwalk .

if you have any other questions please use this email to contact me in any event I will inform you as soon as I hear back from Neil.

Thank you

Nelson

Nelson V. Soracco

President & CEO

Century Protective Services, Inc.

150 Grand Street

White Plains, New York 10601

www.centuryprotective.org

Direct:914-290-6170



CENTURY PROTECTIVE SERVICES INC.
SECURITY & RISK MANAGEMENT



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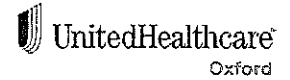
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- ☒ Use only blue or black ballpoint pen
- ☒ Enter all dates using the MM/DD/YYYY format
- ☒ Employer and employee signatures are required
- ☒ List any coordinating coverage (coverage in addition to this coverage)
- ☒ List any coverage you had prior to this coverage
- ☒ Attach disability paperwork, if applicable
- ☒ Check "young adult" in the child column if the child is under the age of 30, eligible, and enrolling onto the young adult option. The young adult will also need to list their qualifying event, address and signature
- ☒ Submit this form within 31 days of the requested effective date or within 60 days of the qualifying event for COBRA or State Continuation

IF YOU HAVE ANY QUESTIONS,
PLEASE FEEL FREE TO CALL CUSTOMER SERVICE AT
1-800-444-6222

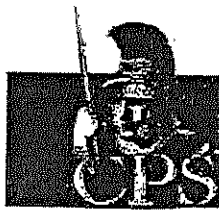
OPS000050

New York Member Enrollment Form – OHP



MAILING ADDRESS: P.O. Box 29142, Hot Springs, AR 71903 • 1-800-444-6222 • www.oxfordhealth.com

A. Group Information (To be completed by the employer)		Please print neatly using black or blue ballpoint pen • ALL DATES MUST BE: MM/DD/YYYY			
Group Number	Group Name	Plan CSP	Billing Group	Date of Hire	Effective Date
☐ On Leave of Absence ☐ Retired ☐ Union Employee		COBRA/Young Adult/SC Qualifying Event		Event Date	Employer Signature
					X
B. Applicant Details (To be completed by the employee)		Employee/Subscriber	Spouse	Child	Child
Social Security Number:					
Last Name:					
First Name, Middle Initial:					
Date of Birth: (MM/DD/YYYY)		/ /	/ /	/ /	/ /
Gender: (Check appropriate boxes.)		☐ M ☐ F	☐ M ☐ F	☐ M ☐ F	☐ M ☐ F
Primary Care Physician (PCP) ID Number:					
PCP Name: (If an existing patient of PCP, check "Yes".)		☐ Yes	☐ Yes	☐ Yes	☐ Yes
Check all that apply:		☐ Domestic Partner	☐ Young Adult	☐ Young Adult	☐ Young Adult
C. Coordination of Benefits		Employee/Subscriber	Spouse	Child	Child
Medicare Coverage	Check appropriate box and list effective date:	☐ Part A / / ☐ Part B / / ☐ Part D / /	☐ Part A / / ☐ Part B / / ☐ Part D / /	☐ Part A / / ☐ Part B / / ☐ Part D / /	☐ Part A / / ☐ Part B / / ☐ Part D / /
Pharmacy	Policy Number:				
☐ Same for all	Carrier:				
	Policy Holder:				
Effective Date:	Group Number:				
		BIN: PCN:	BIN: PCN:	BIN: PCN:	BIN: PCN:
Medical	Policy Number:				
☐ Same for all	Carrier:				
	Policy Holder:				
	Effective Date:				
A. I understand that my enrollment and benefits are in accordance with those described in the applicable Oxford Health Plans (NY), Inc. HMO Certificate. I understand that, in order to receive HMO benefits, I and any enrolled dependents must seek care through our Oxford affiliated primary care physician or through an Oxford-affiliated specialist physician with an authorized referral from the primary care physician if required. I authorize any health provider or insurer to furnish Oxford Health Plans (NY), Inc. any records concerning me or any enrolled member of my family for whom information is requested. A photographic copy of this authorization shall be valid as the original. B. I understand that in addition to the applicable Oxford Health Plans (NY) Inc. HMO Certificate, my enrollment and benefits are in accordance with those described in the applicable Oxford Health Insurance, Inc. Supplemental Freedom Plan Certificate. I understand that, in order to receive HMO benefits, I and any enrolled dependents must seek care through our Oxford affiliated primary care physician or through an Oxford-affiliated specialist physician with an authorized referral from the primary care physician if required. I further understand that if I do not adhere to these requirements for HMO benefits, I will be eligible only for traditional health insurance coverage under the terms of the Oxford Health Insurance, Inc. Supplemental Freedom Plan Certificate. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.					
Employee's/Young Adult's Address		(Apt #)	Preferred Phone: ☐ Home ☐ Cell ☐ Work		
City	State	ZIP Code	Alternate Phone: ☐ Home ☐ Cell ☐ Work		
Email Address:			Employee's/Young Adult's Signature		Date
			X		CPS000031



CENTURY PROTECTIVE SERVICES INC.

150 GRAND STREET, WHITE PLAINS, NEW YORK 10601

PHONE: 914 683 6100 FAX: 914 683 5608

WWW.CENTURYPROTECTIVE.COM

RECEIPT OF EMPLOYEE HANDBOOK

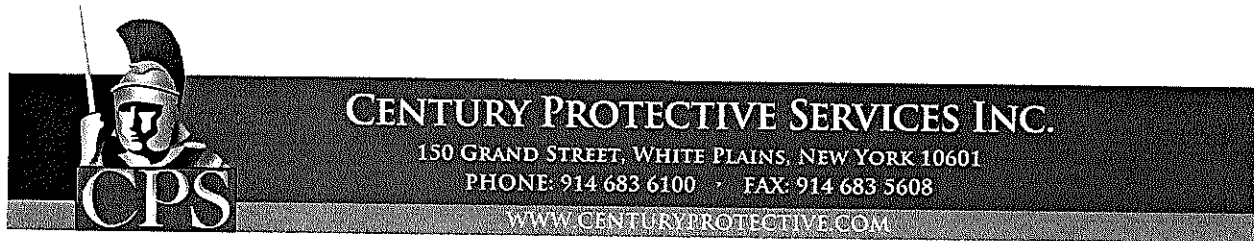
I have this day received a copy of the Century Protective Services Inc. Employee Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. I understand that this Handbook replaces any and all prior handbooks, policies, and practices of the Company.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this Employee Handbook may be added to, deleted, or changed at any time. I understand that neither this manual nor any other written or verbal communication by a management representative [with the exception of any specific and individual employment agreement] is intended to, in any way, create a contract of employment, and that this Handbook is for informational purposes only.

I also understand that the Company abides by employment-at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason with or without notice. The Company will not modify its policy of employment-at-will in any case.

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my supervisor or manager, the Office Manager, or the President.

NAME (PRINT) Hans W. Jeun
DATE 3/22/18
EMPLOYEE SIGNATURE [Signature]



EMPLOYEE HANDBOOK

WELCOME TO CENTURY PROTECTIVE SERVICES!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with Century Protective Services and answer many of your initial and continuing questions.

As an employee of this Company, the importance of your contribution and commitment cannot be overstated. Century Protective Services goal is to provide the finest-quality and most innovative products and services to customers and to do this more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process, for your work and related activities directly influences our Company's reputation. Site and office personnel are expected to conduct themselves in a professional manner at all times and in accordance with the company's dress code, protocol and general procedures.

This Employee Handbook explains the Company's personnel policies and benefits, and the specific opportunities and responsibilities that exist for employees within Century Protective Services. In an effort to be responsive to the needs of a growing organization, changes or additions to this Employee Handbook will be made when necessary. All employees will be kept informed when these changes are made.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Nelson V. Soracco
President & CEO

A WORD ABOUT THIS HANDBOOK

The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changing from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. This handbook supersedes and replaces all prior policies, procedures and practices of the Company.

This Employee Handbook describes the current benefits plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions with specific questions regarding a benefit plan. These documents are controlling. The Employee Handbook and other plan documents are not contractual in nature and do not guarantee any continuation of benefits.

This Company abides by employment-at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason with or without notice. The policies contained in this Employee Handbook are not intended to create a contract of employment or a warranty of benefits. The policies contained in this Handbook may be added to, deleted, or changed by Century Protective Services in its sole discretion, except that the Company will not modify its policy of employment-at-will in any case.

The employment policies and benefit summaries found in this Employee Handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are contractual, temporary or part-time, please see the Office Manager.

Any question on policies and procedures should be directed to Human resources.

EQUAL EMPLOYMENT OPPORTUNITY

Century Protective Services is committed to equal employment opportunity and equal treatment for all employees and applicants for employment based on individual merit. The Company will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: race, age, color, religion, sex, sexual preference, marital status, national origin, physical or mental handicap or disability or veteran status. All terms, conditions and privileges of employment, including, but not limited to, hiring, placement, departmental transfer, leaves of absence, termination, compensation, opportunities for career advancement and training, are based on individual qualifications, job performance and client satisfaction.

In support of this policy, Century Protective Services expressly prohibits any form of employee harassment based on race, religion, sex, sexual preference, national origin, age, disability or an individual's status in any class protected by applicable federal, state or local law. Improper interferences with the ability of employees to perform their expected job duties will not be tolerated. See Non-Harassment Policy.

Employees may discuss equal employment opportunity-related questions with Human Resources.

NON-HARASSMENT

All employees have the right to work in an environment free from discrimination, which encompasses sexual, racial and ethnic harassment.

It is the Company's policy to prohibit harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to, age, race, color, mental or physical disability, national origin, veteran status, marital status, sexual preference, religion and/or sex. This policy prohibits harassment of, and protects employees from harassment by, all non-employees with which Company employees have on-the-job contact, such as clients, vendors' personnel, sales representatives and job applicants.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that, in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes, teasing, sexual advances, requests for sexual favors and other similar verbal or physical contact that tend to create an intimidating work environment or to interfere with an employee's work.

Any employee who feels that (s) he is a victim of such harassment should immediately report the matter to the HR Director or the President.

The Company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee who reports or participates in the investigation of a violation of this policy. Violations of this policy will not be permitted and may result in disciplinary action, up to and including discharge. See Sexual Harassment Policy.

SEXUAL HARASSMENT

Century Protective Services prohibits sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by employees is also prohibited. While it is not easy to define precisely what sexual harassment is, it includes: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to, drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

The Company further prohibits all other verbal or physical contact of a sexual or otherwise offensive nature where submission to such conduct is made either explicitly or implicitly a term or condition of employment; submission to such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or such conduct has the purpose or effect of unreasonably creating an intimidating, hostile or offensive working environment.

Sexual harassment of an employee will not be tolerated. Violations of this policy will not be permitted and may result in disciplinary action, up to and including discharge.

There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

Any employee who feels that (s) he is a victim of sexual harassment should immediately report (either verbally or written) such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

Any employee who believes (s) he is a victim of sexual harassment should report the act immediately to the HR Director or the President. If you prefer not to discuss with or report the matter to either of these people, it may be possible to arrange for an outside Human Resources Consultant, with approval.

The Company will investigate every reported incident immediately. Every effort will be made to maintain the confidentiality of the matter from the initial report through final action, except as required to conduct a prompt and full investigation. Employees reporting harassment incidents are expected to maintain confidentiality as well. Any employee, supervisor or agent of the company who has been found to have sexually harassed another employee will be subject to appropriate disciplinary action, up to and including immediate discharge.

The Company will conduct all investigations in a discreet manner and recognizes that every investigation requires a determination based on all the facts and circumstances regarding the matter. The Company also recognizes the serious impact a false accusation can have. Giving false information in the course of an investigation is grounds for disciplinary action, as well.

The reporting employee and any employee participating in any investigation under this policy have the Company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is the Company's policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

WORKPLACE VIOLENCE PREVENTION POLICY

Century Protective Services is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

II. SCOPE OF POLICY

All full-time and part-time, active employees are covered under this policy.

III. PROCEDURES

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Century Protective Services or client sites without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Century Protective Services will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the ABC Company individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Century Protective Services encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. Century Protective Services is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

NEW EMPLOYEE ORIENTATION

Upon joining Century Protective Services, office personnel and site managers are issued a complete Employee Handbook. After reading this Employee Handbook, each employee must acknowledge receipt of this Handbook by signing the receipt page and returning it to their supervisor or HR Director. Site Manager's are responsible for familiarizing each of their direct subordinates with all policies and topics contained in the handbook and submitting an additional name list to HR initialed by each employee. Every new employee must also complete personnel, payroll and benefit forms as well as a confidentiality agreement. Receipts for any equipment removed from the office are also required.

If this Employee Handbook is misplaced or if it becomes damaged in any way, please notify your Site Manager as soon as possible to obtain a replacement copy.

Site Managers are directly responsible for the operations and personnel management of their respective sites and any temporary site assignments. Site Managers are responsible for all personnel training, scheduling assignments, job related concerns and liaison with Human Resources and/or other supervisory personnel.

CATEGORIES OF EMPLOYMENT

ORIENTATION PERIOD: All employees undergo an orientation period during their first three months of employment. During this period of time, employees will be able to determine if their new job is suitable, and their supervisor will have an opportunity to evaluate their work performance. The completion of the introductory period does not guarantee employment for any period of time thereafter.

REGULAR FULL-TIME EMPLOYEES are those employees scheduled to work at least a forty-hour workweek and are eligible for the employee benefits package in accordance with their position and length of employment.

REGULAR LESS-THAN-FULL-TIME EMPLOYEES are those employees scheduled to work twenty-four or more hours, though less than forty hours, each week and are eligible for certain employee benefits, based on their position and length of employment.

REGULAR PART-TIME EMPLOYEES are those employees scheduled to work less than twenty-four hours each week and may be eligible for certain employee benefits, based on their position and length of employment.

Statutory benefits are mandated by federal, state or local law and include Social Security, Workers' Compensation insurance and unemployment compensation insurance.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state law, non-exempt employees are entitled to overtime pay for all hours worked in excess of 40 hours per week.

EXEMPT EMPLOYEES - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state law, exempt employees are those who perform administrative, professional, supervisory or managerial responsibilities or those who are considered outside sales personnel.

Exempt employees are not entitled to overtime pay, and are not subject to certain deductions from their salary under the Company's policies. Upon hire, employees will be notified of their employment classification.

QUESTIONS AND CONCERNS

Century Protective Services encourages employees to bring questions, suggestions and complaints to management's attention. Each of these will be carefully considered in the Company's continuing effort to improve operations and relations with and among all employees.

Each employee who feels (s) he has a problem should present the situation to his or her immediate supervisor or manager so that the problem can be settled by examination and discussion of the facts. It is hoped that (s) he will be able to satisfactorily resolve most matters.

If the employee finds (s) he still has questions after meeting with his/her supervisor or manager or if (s) he would like further clarification on the matter, a meeting with Human Resources can be requested through the Site Manager or directly.

All employees' suggestions and comments on any subject are important, and management encourages each employee to take every opportunity to discuss them. Employees who choose to use this procedure will not experience any adverse effect on their job.

PAYDAY

All employees are paid on a bi-weekly basis. When the payday is a holiday, the pay day is typically either one day later or one day proceeding the holiday.

All employees are given the option of having their paychecks deposited directly into a bank or checking account of their choice.

PREVAILING WAGE EMPLOYEES

Prevailing wage is the wage and benefit rate set by law for each trade or occupation for employees of contractors performing public works projects and building service work for government agencies.

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

CPS, Inc. provides security services to the County of Westchester's Department of Public Safety. The officers assigned to this contracts receive the mandated wage as well as the supplemental benefit for every hour worked, which currently equates to \$17.31 + \$2.00= \$19.31/hour.

New York State prevailing wage is published every July 1st and the officer's wages are adjusted accordingly. The prevailing wage is the minimum wage an officer can be paid for his/her services and is listed under Article 9. Please refer to the link for further information.

<http://wpp.labor.state.ny.us/wpp/publicViewPWChangesArt9.do?method=showIt>

PERFORMANCE MANAGEMENT

Each employee's performance is important to Century Protective Services. Reviews of all employees with six months or more of tenure are completed in the final quarter of each calendar year. His or her immediate supervisor or manager will review job progress and assist in setting new job performance plans. (SEE SAMPLE) It is the policy of the Company to endeavor to provide written periodic evaluations of employee work performance to provide feedback to employees with respect to their work and progress within the organization, highlighting achievements or deficiencies, identifying future potential, establish training needs and to provide a basis for salary actions.

The performance management program is designed to provide a basis for better understanding between employees and their manager, with respect to job performance, potential and development within the Company.

New employees will be reviewed at the end of their orientation period.

PROMOTIONS AND TRANSFERS

Century Protective Services believes that career advancement is rewarding and necessary for both the employee and the Company. Promotions and departmental transfers serve a dual purpose in the Company:

- To better utilize employees who have gained knowledge of Company operations through experience; and
- To reward individual performance and recognize career development needs.

Qualified employees are considered for new or vacated positions whenever possible. Managers and supervisors as well as the President are available to discuss transfer opportunities with employees.

Job openings may be posted in-house. Employees who are interested in applying for one of these positions should notify their Site Manager.

All employees although assigned to a specific site or location for a period of time can expect to be reassigned to a different location or site on a permanent or temporary basis. These reassignments are dictated by client work requests and the qualifications of the employee and possible promotion.

COMPENSATION

Depending upon individual employee performance adjustments in pay may be made when there has been an improvement in or sustainment of an already good performance during the review

period. Further adjustments may be presented based upon reassignment due to client request or other mitigating circumstances.

Employees may be eligible for a salary review no less than twelve months from their last salary adjustment.

At present, the company intends to provide incentive compensation in the form of client referrals and a 401k plan, which will be granted, based on the company's profitability. These awards are based most significantly on performance and the client's contractual agreement for services.

Pay advances will not be granted to employees under any circumstances.

OVERTIME

It is the policy of Century Protective Services that all work by non-exempt employees shall be completed, as much as possible, during the regular workday. However, there may be times when employees will need to work overtime so that the Company can meet the needs of its customers. Although employees will be given advance notice when feasible, this is not always possible.

Overtime is calculated at one and one-half time the regular pay for all hours worked over forty (40) per week and Holidays. Saturday and Sunday may be overtime if a normal workweek has already been worked; time lost due to unpaid absences and lateness will not be counted as time worked.

All employees will be expected to be "on-call" in the event of an emergency experienced by the company or client. Site Manager will develop and maintain a rotating "on-call" list of no less than two (2) employees per site or event, which shall be available. Site Managers and supervisors who are issued company phones are expected to be available on a twenty-four (24) hours basis unless an alternate has been designated to the office and client i.e. vacation or illness.

HOLIDAYS

The Company observes the following holidays each year:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

All holiday hours worked are paid at one and one-half times their respective regular rate.

Other holidays may or may not be added each year, depending on how the holidays fall in the calendar and business requirements.

PAID TIME OFF (PTO) POLICY

Century Protective Services believes that time away from the job is important in order for employees to maintain balance. All full time employees (40 hours per week) are entitled to a paid time out of the office benefit (PTO). All full time Security Agents are eligible for one (1) week of paid time off after six months of contiguous employment or if other terms have been agreed upon in writing. Site Supervisors receive two (2) weeks vacation under the same guidelines.

All paid days available must be taken within the calendar year; we do not allow carryover days.

To take PTO requires a minimum of two days notice not including weekends or holidays to immediate Supervisor and Account Manager and/or Human Resources unless the PTO is used for legitimate, unexpected illness or emergencies. Emergency illness PTO requires standard supporting documentation (Use the Paid Time Off form to request PTO.) In all instances, PTO must be approved by the employee's supervisor in advance. CPS appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

Employees who are terminated voluntarily and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO.

Length of Service Entitlement

Beginning of your seventh month of employment through **five completed years** of service
5 days

Beginning of **Sixth year** of employment through **nine plus years** of service
10 days maximum

PLEASE note THIS is not an addition to your current allotment of PTO. If you already have the maximum allotment no adjustments will be made to your days.

PLEASE note Site Supervisors reaching their Tenth year of employment are entitled to an additional 5 dys of PTO. The maximum total of PTO days is Fifteen (15)

ATTENDANCE and TARDINESS

General

Punctual and regular attendance is an essential responsibility of each employee at Century Protective Services Inc. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform the work, which diminishes the smooth functioning of Century Protective Services Inc.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. The purpose of this policy is to promote the efficient operation of the company and minimize unscheduled absences.

Any employee who fails to report to work without notification to his or her supervisor for a period of two days (2) or more will be considered to have voluntarily terminated their employment relationship.

Absence

Defined: Absence is the failure of an employee to report for work when the employee is scheduled to work.

Excused Absence occurs when the following conditions are met: i) the employee provides sufficient notice to his or her supervisor, ii) the reason is found credible or acceptable by his or her supervisor (see #2 below), iii) such absence request is approved by his or her supervisor, and iv) the employee has sufficient accrued PTO time to cover such absence. Employees must take earned PTO time for every absence, unpaid leave is not an acceptable business practice unless otherwise approved by management (e.g. Leave of Absence policy, Bereavement policy, JuryDuty, etc.).

Unexcused Absence occurs when one of the following conditions is not met. If it is necessary for you to be absent or late for work because of illness or an emergency, you must notify your supervisor no later than 8 hours before the employee's scheduled starting time on that same day. If you are unable to call, have someone make the call for you.

Sixteen (16) hours of unexcused absence may subject you to immediate termination. Progressive discipline will be administered according to the table in Section E.

Employees who have three (3) consecutive days of excused absences because of illness or injury must give Century Protective Services Inc. proof of physician's care. If an illness or injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided. Without an acceptable excuse, the employee may be subject to immediate termination.

Sufficient Notice – To be considered an excused absence as defined in (B), sufficient notices must be given to the supervisor. Sufficient notice is:

For a scheduled absence of 8 hours or more, employees must give a notice of one week (7 days).

For an emergency absence occurring a) at the beginning of the employee's shift, employees must notify their supervisor within 30 minutes before the beginning of their shift and b) during the employee's shift, employees must notify their supervisor prior to leaving the premises.

Your supervisor must approve any exceptions to this provision or any conflicts in scheduling.

Tardiness

You are expected to report to work on time. If you can't report to work as scheduled, you should notify your Supervisor no later than 30 minutes after your regular starting time. This notification does not excuse the tardiness but simply notifies your Supervisor that a schedule change may be necessary. All CPS security agents will report to work at least (15) fifteen minutes prior to the start of their scheduled shift.

Progressive Discipline for Unexcused Absences

First Instance	Verbal Warning
Second & All Future Instances Totaling Fewer Than 16 hours	Written Warning
At 16 Hours of Accumulated Unexcused Absences	Subject to Termination

Progressive Discipline for performance related issues

Corrective communication is a process designed to identify and correct problems that affect an employee's work performance or the overall performance of the department. The progressive corrective communication process should be handled consistently within each unit and for each problem.

Guidelines

The Progressive Corrective Communication Process refers to the following actions:

1. Counseling or verbal warning;
2. Written reprimand and warning;
3. Suspension or Suspension pending investigation and final determination;
4. Termination.

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence. The Company reserves the right to effect immediate termination should the situation be warranted. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective communication documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing a corrective communication, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive, or inappropriate nature;
- Misuse, damage to, or loss of Company property;
- Falsification, alteration, or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g. refusal to carry out a direct assignment);
- Misuse of the Company's electronic information systems;
- Possession, use, sale, manufacture, purchase, or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants.

JURY DUTY

If you are called for jury duty, you may take the necessary time off to complete your service. When required to serve on jury duty, you must show the jury duty summons to your supervisor as soon as possible so that he or she can make arrangements to accommodate your absence. Of course, you are expected to report to work whenever the court schedule permits (if released for the day after fewer than 8 hours of service).

Notwithstanding any other employment classification set forth in this handbook, employees regularly scheduled to work thirty or more hours per week in Connecticut will receive their regular pay for the first five days of jury duty. All employees in New York will receive the first \$40 (or such increased amount required under applicable law) of their regular wages during the first three days of jury service.

MILITARY SERVICE

A leave of absence will be granted automatically to any staff members fulfilling military obligations in the US Armed forces. In accordance with Federal law, this includes both entering the armed forces for full time active duty and performing active duty for training with the reserves

Active duty training- During the two (2) week leave of absence for active duty for training, staff members will continue to be paid at their regular pay for a maximum of ten (10) days, and will be eligible for all benefits provided by the company. However, proper documentation is required and any payment received from the military must be endorsed over to Century Protective Services.

An employee entering military service will be placed on a leave of absence without pay; however, they may elect to first use available paid time from their individual pool. During the leave, the employee will continue to accrue up to the date of departure continuous service credit for computing future benefits, unless such employee loses his/her right to be eligible for reinstatement. Veterans have reinstatement rights provided by law; these must be exercised within ninety (90) days of honorable separation from the service.

Employee, upon notification of orders to report, must notify their direct manager of pending leave. Oral notification will be accepted in the absences of written orders. Written orders to report should be forwarded to his/her manager when available. Employee must communicate to his/her manager the effective date of the Leave of Absence and whether or not the employee wishes to utilize available PTO upon the commencement for the Leave of Absence.

All benefits remain intact. Century will pay the employee's medical and dental contribution on their behalf while the employee is on Leave.

An employee returning from active duty has reemployment guarantees. Returning service members will be reinstated in the job that they would have attained had they not been absent for military service, with the same seniority, status, and pay, as well as other rights and benefits determined by seniority.

Reasonable accommodations will be made for returning employees who have become disabled during their service. If Century is unable to make a reasonable accommodation with the old job, the employee may be offered any position for which he or she is qualified. Disabled veterans have two years to return to their jobs after their service ends.

A returning employee should notify his/her manager as soon as practical as to their intent to and date of return from their Military Service Leave of Absence.

FAMILY AND MEDICAL LEAVE (“FMLA”) Policy

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in the outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.

Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer's Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

BEREAVEMENT LEAVE

All full time employees are eligible for up to five paid days off in the event of the death of an immediate family member. The number of days granted depends upon the proximity to the employee's home and the relationship of the deceased or ill person.

Immediate family includes an employee's spouse, child, stepchild, grandchild, son-in-law and daughter-in-law, parents, spouse's parents, spouse's grandparents, grandparent's brothers and sisters, brother-in-law, and sister-in-law.

Days used by employees under Bereavement Leave will not affect employees' PTO entitlement.

Requests for Bereavement Leave should be made to the employee's immediate supervisor.

PARENTAL LEAVE

It is the policy of Century Protective Services to provide any full time employee who becomes a parent with five days' of Parental Leave to be taken within 30 days of the child's arrival. These five days are granted above and beyond any Disability Leave.

Days used by employees under Parental Leave will not affect employees' PTO entitlement.

HEALTHCARE INSURANCE

All eligible full-time employees may participate in Century Protective Services group healthcare insurance plan after ninety days of contiguous employment. Family members may be added to the plan on a co-pay basis. Information and enrollment forms may be obtained from the finance manager.

Century Protective Services reserves the right to substitute healthcare plans and adjust the cost-sharing percentage between the Company and the employees at any time.

Changes to employees' healthcare coverage cannot be made until the next open enrollment date (announced each year), unless there is a change in family status. Such changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective at the time of the change, though the healthcare form must be completed within 30 days of the change in family status.

Upon termination, employees may be entitled to continuation or conversion of the group health insurance plan in accordance with the terms of the policy and state law. See COBRA Policy.

COBRA

Employees and their covered family members will have the opportunity to continue healthcare and dental benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and dental coverage for employees and their covered family members would otherwise end because:

The covered employee's employment terminates, for a reason other than gross misconduct;

The employee's employment status changes due to a reduction in hours;

The employee's covered child ceases to be a "dependent child" under the terms of the medical and dental plans;

The employee becomes divorced or legally separated;

The employee becomes entitled to Medicare; or dies.

In the event of termination of employment, such election must be made within 60 days of the date of termination.

In the event of divorce, legal separation, or a child's loss of dependent status, the employee or a family member must notify the plan administrator (Finance or Human Resources) within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

WORKWEEK

All CPS security agents will report to work at least fifteen (15) minutes prior to the start of their scheduled shift or assignment for briefing and tour orders. You have been properly relieved when:

All tasks on your shift have been completed or instructed by a supervisor.

All current and related operations information has been formally passed on to the relieving officer and/or supervisor.

Relieving officer and you have reviewed and notated logs and reports.

Relieving officer is properly attired and able to assume post.

A supervisor must approve time off during regular scheduled workdays in advance. DO NOT switch assignments or coverage without the knowledge and approval of your supervisor. Holidays and overtime shall be regulated on a seniority basis at the digression of the supervisor

Because of the nature of the business, work schedules and locations may vary at any time depending on the client's requirements.

Employees should see their supervisor or manager regarding questions about work hours and schedules.

STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of department corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, or suspension and/or discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: Violation of the Company's policies or safety rules, insubordination, unauthorized possession, use or sale of alcohol or controlled substances, unauthorized possession, use or sale of weapons, firearms or explosives on work premises, theft or dishonesty, physical harassment, sexual harassment, disrespect toward fellow employees, visitors or other members of the public, poor attendance or poor performance. These examples are not all inclusive. The Company emphasizes that discharge decisions will be based on an assessment of all relevant factors.

Based on your assignment and local requirements you may be subject to random, post incident, and/or annual drug testing. Failure to submit to a required drug test will be grounds for termination.

Nothing in this policy is designed to modify Century Protective Services employment-at-will policy.

NON-FRATERNIZATION POLICY

The relationship between Century Protective Services employees and the client employees should be one of professional cooperation and respect. All Century Protective Services employees, whether certificated or classified, have a responsibility to conduct themselves in a manner that will maintain an atmosphere that is conducive to professionalism.

It is the policy of Century Protective Services Inc. to prohibit any type of close personal relationship between a Century Protective employee and a client employee that may reasonably be perceived as unprofessional, including, but not limited to the perception of a dating relationship. CPS Inc. employees shall not entertain client employees, socialize with, or spend an excess amount of time with client employees in such a manner as to reasonably create the impression to CPS Inc. staff, other employees, or the public that an unprofessional relationship exists.

BUSINESS CONDUCT

Century Protective Services Incorporated has established business conduct guidelines to insure that all Company employees conform to the ethical and legal standards Century Protective Services demands in order to preserve its integrity and reputation. These guidelines emphasize the Company's goal of striving to attain the highest ethical standards when resolving potential or actual conflicts of interest.

The following situations are by no means inclusive of all circumstances an employee may encounter during the course of his or her employment with Century Protective Services. An employee who is unsure of how to proceed when faced with a particular situation should discuss the matter with their Site manager before taking any action.

Conflicts of Interest

Every employee is prohibited from partaking in any activity or association that creates or appears to create a conflict between the employee's personal interests and Century Protective Services business interests. In addition, an employee must not allow any situation or personal interests to interfere with the exercise of his or her independent judgment or with his or her ability to act in the best interests of the Company. At no time shall an employee directly or attempt to solicit employment opportunities from any Century Protective Services client.

Gifts and Favors

Employees may not give any gifts or favors to or receive any gifts or favors from any competitor, customer or supplier (other than a gift of nominal value) without the prior consent of the President. In no event, shall an employee or members of an employee's family give or receive a gift in the form of cash, stocks, bonds, options or similar types of items. No employee may give or receive any gift that could reasonably be viewed as being given or received to gain a business advantage.

Outside Employment

Any outside work that **constitutes a conflict of interest** with an employee's work at Century Protective Services is prohibited. Full disclosure is required by all CPS employees.

CUSTOMER AND PUBLIC RELATIONS

Century Protective Services reputation has been built on excellent service and quality work. To maintain this reputation requires the active participation of every employee. The opinions and attitudes that customers have toward our Company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a

customer for granted, but when this occurs, the Company runs the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers. No information regarding the clients business shall be divulged or discussed with members of the press or other civilians at any time.

All such inquiries shall be directed to the client immediately. No photographers shall be permitted on the premises without the explicit written permission (email or memo) from the client's management designee. All personnel inquiries, press and/or photographers regarding security operations or CPS company information will be directed to our main office.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, raffles, lotteries, handbills or other printed materials in work areas is prohibited at all times.

Trespassing, soliciting, or distribution of literature by non-employees on Company premises is prohibited at all times.

CONFIDENTIAL COMPANY and CLIENT PROPRIETARY INFORMATION

The Company's and Client's assets include tangible items as well as proprietary information on paper or stored in internal computer databases. The Company/Client considers the protection of its assets against theft and misuse of utmost importance.

Proprietary information is frequently confidential in nature. It includes financial, business, legal, regulatory, and marketing plans associated with products, as well as personnel data and salary information. Employees having access to such information are under an obligation not to disclose proprietary information except as authorized by the Company/Client. Failure to meet this obligation or using such information for personal gain is grounds for termination of employment. All employees and consultants sign Confidentiality Agreements upon commencement of their work with Century Protective Services Inc.

During non-business hours, all Company documents and files must be **secured, including password-protected computer files**. Before leaving the workplace, each employee must make certain all documents and files with which (s) he is working, particularly computer files, have been properly and securely stored.

Employees must not discuss the Company's confidential business during and after business hours, outside of the workplace (such as in elevators, lobbies, the lunchroom and other "public" or quasi public places). Confidential data must not be discussed with other employees who do not have a "need to know", or with persons who are not employed by the Company.

Employees are not permitted to divulge, discuss or comment to anyone outside the Company any information regarding current and/or former employees. All requests – telephone, verbal or written - regarding a current or former employee's position/compensation with the Company must be forwarded to the Office Manager.

CHANGES IN PERSONAL DATA

During matters of personal emergency, it is imperative that the Company has up-to-date notification information on file.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries and specific emergency notification information should be given to the Finance Manager promptly.

The Company's address shall not be used for the receipt of personal mail.

CARE OF EQUIPMENT

Employees are expected to use proper care when using the Company's property and equipment. No property may be removed from the premises without the proper written authorization of senior management. If property is lost, broken, or damaged it should be reported to the Operations Manager at once.

PERSONAL TELEPHONE CALLS, E-MAIL AND OTHER SOFTWARE

It is important to keep the Company's telephone, cell phone and facsimile lines free for customer calls. Although the occasional use of the Company's telephones for a personal emergency may be necessary, routine personal calls must be limited.

The Email system and all related communication systems are the property of Century Protective Services and, as such, are to be used solely for business purposes. Email files are regarded as Company business.

The use of any software and business equipment, including but not limited to internet, facsimiles, telecopiers, computers, and copy machines, for private purposes is strictly prohibited.

INTERNET USAGE

Internet use, on Company time, is authorized to conduct Company business only. Internet use brings the possibility of breaches to the security of confidential Company information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the Company, potential access to Company passwords and other confidential information.

Additionally, under no circumstances may Company computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

All officers will maintain a well-manicured professional business appearance at all times. Hair is to be neatly combed, shirts clean and tucked in, pants clean and pressed and shoes shined.

Uniform Attire: Clean uniform shirt, pressed black dress pants, blazer and black shoes or boots and a company hat (when required) will be worn at all times.

Business Attire: Dark suit with a white or light blue shirt, a conservative tie, dress shoes and company pins in the left lapel.

The Company's customers' satisfaction represents the most important and challenging aspect of the business. Whether or not employees' job responsibilities place them in direct customer contact, they represent the Company with their appearance as well as actions. The properly attired employee helps to create a favorable image for the Company, to the public and fellow employees.

EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork at Century Protective Services. Each employee, supervisor, and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

The following precautions are to be observed:

1. Employees are to notify their supervisor of any emergency situation. Any employee, who is injured or becomes sick at work, no matter how slightly, must inform their supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the Company's property is forbidden.
3. Only trained and qualified employees may use, adjust, and repair machines and equipment.
4. It is imperative that employees know the proper lifting procedures and they should get help when lifting or pushing heavy objects.
5. Each employee is responsible to understand his or her job fully and follow instructions. If an employee is unsure of the safe procedure they should not guess...they should ask their supervisor.
6. Employees should know the locations, contents, and use of first aid and fire fighting equipment.
7. Unauthorized possession, use or sale of weapons, firearms, or explosives on work premises is forbidden.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination. See Workers' Compensation Policy.

TERMINATION OF EMPLOYMENT

Employment with Century Protective Services is on an at-will basis and may be terminated by either the employee or the Company at any time with or without cause or notice.

Should an employee decide to leave his or her employment with Century Protective Services, it is requested that such employee provide the Company, via his or her supervisor or manager, with at least two weeks' advance written notice. Employees that resign forfeit any and all accrued benefits.

To be valid, the employer must have notified employees, in writing, of the conditions that nullify the benefit.

Employees, who are rehired following a break in service in excess of thirty days (30), other than an approved Leave of Absence, must serve a new Orientation Period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including employee benefits and associated measurements, such as Vacation entitlement.

Additionally, all resigning employees must complete a brief Exit Interview prior to his or her last day. All Company property, including this Employee Handbook and **PC's or other hardware** must be returned upon termination. Otherwise the Company may take action to recoup any replacement costs and/or seek the return of Company property through the appropriate legal recourse.

It is imperative that former employees notify the Company with address changes during the calendar year in which termination occurs, and the subsequent two years, so that any important information, including tax information, will be sent to the proper address, as well as other required benefits information.



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August 20, 2020

VIA EMAIL

(bcandela@norwalkct.org)
Brian Candela, Esq.
Ass't Corporation Counsel
City of Norwalk Corporation Counsel
City Hall, Rm 231
125 East Avenue
Norwalk, CT 06851

Re: Hans Jean/Century Protective Services, Inc. –
Response to Living Wage Complaint

Dear Mr. Candela:

We represent Respondent Century Protective Services, Inc. ("Respondent" or "CPS") in connection with the above-referenced action filed by Complainant Hans Jean. On July 14, 2020, Complainant filed his Living Wage Complaint seeking back wages and other penalties under the City of Norwalk's Living Wage Ordinance. We are in receipt of the City of Norwalk Ordinance Committee's August 18, 2020 decision finding Respondent liable under the Living Wage Ordinance.

Pursuant to Section 62-8(B)(3) of the Living Wage Ordinance, we write to request a hearing before the Ordinance Committee of the Common Council or its designee. We disagree with the findings and legal conclusions reached in the August 18th decision and are confident that the Ordinance Committee of the Common Council will reverse this decision after considering the evidence and legal argument presented at the hearing.

Please advise of the hearing date at your earliest convenience.

Respectfully submitted,

/s/Craig Bonnist

Craig Bonnist

cc: Darin Callahan (via email at dcallahan@norwalkct.org)
Lisa Shanahan (via email at LShanahan@norwalkct.org)
Mario Coppola (via email at mcoppola@norwalkct.org)

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
CENTURY PROTECTIVE SERVICES, INC.
FOR PROJECT No. 3508 - SECURITY GUARD SERVICES
AT NORWALK CITY HALL AND NORWALK PUBLIC LIBRARIES

THIS AGREEMENT made and entered into this 9th day of July, 2015, by and between the CITY OF NORWALK, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by Harry W. Rilling, its Mayor, and CENTURY PROTECTIVE SERVICES, INC., a New York corporation authorized and licensed to do business in the State of Connecticut, having a principal place of business at 150 Grand Street, Suite 400, White Plains, New York 10601, acting herein by John P. Byrne, its Vice President & General Manager, duly authorized (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of security guard services for Norwalk City Hall and the Norwalk Public Library sites (the Services); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the required security Services in a professional manner in accordance with the CITY's requirements;

WHEREAS, CONTRACTOR has agreed to perform the Services for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. The CITY hereby retains the CONTRACTOR to perform the Services in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The persons in charge of overseeing the CONTRACTOR's performance of this Agreement as representatives of the CITY shall be as follows:

1. For City Hall - Alan Lo, Building and Facilities Manager for the City of Norwalk; and
2. For the Norwalk Public Library sites - Sherelle Harris, Assistant Library Director;

Other persons may be designated in writing to represent the CITY or replace any one named above.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be John P. Byrne, its Vice President & General Manager.

2. SERVICES TO BE PERFORMED

A. The Services to be performed by the CONTRACTOR under this Agreement are described in the CITY's Request for Proposals, dated February 5, 2015, attached hereto and incorporated herein as Exhibit A, and as further explained in Addendum numbered 1, dated February 20, 2015. The addendum is attached hereto and incorporated herein as Exhibit A-1. The Services may be amended or modified at the discretion of the CITY acting by the DIRECTOR. The CONTRACTOR shall perform the Services set forth in this Agreement in accordance with generally prevailing standards of professionalism and due care, and in compliance with the directions of the CITY's representatives named above.

B. The CONTRACTOR's personnel, employees and representatives, involved directly in the performance of the Services, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be appropriate; and with other entities as directed by the CITY, with regard to the Services performed hereunder.

C. The CITY may, from time to time, request changes in the scope of the CONTRACTOR's Services to be performed hereunder. Such changes, including any corresponding increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. TIME PROVISIONS

A. The term of this Agreement shall be three (3) years commencing on July 1, 2015 and continuing through June 30, 2018. Thereafter, the Agreement may be extended for two (2) additional one (1) year terms with the first extension term commencing on

extension term commencing on July 1, 2019 and concluding June 30, 2020. In order to effectuate any extension term, the parties must agree in writing to the extension and the amount of compensation to be paid through the extended term by no later than April 1 of the existing term.

B. Notwithstanding the above, this Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

4. COMPENSATION

A. The CONTRACTOR shall be compensated for the performance of its Services in compliance with the fee schedule set out in Exhibit B.

B. The total compensation payable to the CONTRACTOR annually throughout the three (3) year initial term shall not exceed the following amounts:

For the City Hall building:

- i. For July 1, 2015-June 30, 2016 - EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$81,536.00);
- ii. For July 1, 2016-June 30, 2017 - EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND EIGHT CENTS (\$83,982.08);
- iii. For July 1, 2017-June 30, 2018 - EIGHTY-SIX THOUSAND FIVE HUNDRED ONE DOLLARS AND FIFTY-FOUR CENTS (\$86,501.54).

For the Norwalk Public Library buildings (including the Main Library and South Norwalk branch):

- i. For July 1, 2015-June 30, 2016 - SEVENTY-SIX THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$76,440.00);
- ii. For July 1, 2016-June 30, 2017 - SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$78,741.00);

iii. For July 1, 2017-June 30, 2018 - EIGHTY-ONE
THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS
(\$81,120.00).

D. Overtime for Services at the City Hall building for the initial term of July 1, 2015 through June 30, 2018 shall not exceed NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$19,360.00) per 12-month period.

E. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses incurred by the CONTRACTOR in performing the Services. No costs in excess of the stated annual amounts shall be paid or reimbursed by the CITY, except pursuant to specific, prior written authorization set out in a signed amendment to this Agreement.

F. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than monthly. Each requisition shall be in a form acceptable to the CITY and shall set forth the dates and hours of work performed at each location. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it may deem necessary.

G. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

H. The parties understand that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended three (3) year term. Notwithstanding any provisions herein to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the CITY, giving thirty (30) days written notice that the necessary funding has been denied.

5. INSURANCE AND INDEMNIFICATION

A. The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2)

years following the date on which the CITY indicates in writing that the CONTRACTOR's responsibilities hereunder have expired or terminated. Before commencing performance of its Services, the CONTRACTOR shall furnish to the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall state that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the CITY's Risk Manager. All policies provided or maintained in connection with this Agreement shall contain a waiver of subrogation.

(B.) The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the Services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

In addition to CONTRACTOR's obligations to indemnify the CITY, the CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which actually or potentially falls within this indemnification provision, regardless of whether the allegations are groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the CITY by the CONTRACTOR and continues at all times thereafter.

6. CONFIDENTIAL INFORMATION

A. Each party hereby acknowledges that during the performance of this Agreement it may be exposed to confidential,

proprietary, and/or secured information belonging to the other party or relating to its operations, including but not limited to materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (1) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) ~~information required to be disclosed under the Connecticut Freedom of Information Act.~~

B. Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other Party's Confidential Information to any person or entity, except to its own employees who have a "need to know" in order to perform the terms of the Agreement. Each party may disclose to other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

7. GENERAL PROVISIONS

A. The CITY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such Services shall have been discontinued shall be deemed added to the time for performance. Any discontinuance of Services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, Services shall be paid for such amount as shall compensate the CONTRACTOR for the portion of the Services satisfactorily performed prior to termination. Such

amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than sixty (60) days from the date such notice is given.

In any event of termination of this Agreement, all documents, records and reports prepared by the CONTRACTOR in connection with its performance hereunder, shall, at the option of the CITY, become the property of the CITY, which right and possession may be enforced by an injunction in a court of law. This obligation shall survive the termination or expiration of this Agreement.

C. It is the intent of this Agreement to secure the professional Services of qualified, experienced employees of the CONTRACTOR who shall perform the Services required hereunder to the CITY's reasonable satisfaction. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the Services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not transfer or assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the CITY.

E. When the CITY shall have reasonable grounds for believing that an event of default has occurred, which shall include any of the following:

(1) The CONTRACTOR will be unable to perform this Agreement fully in a professional and satisfactory manner within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its

agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

(3) A determination is made by a competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the

CONTRACTOR's management or any accounting for its operations from whatever source, is improper, inadequate or illegal;

(4) A decree or order by a court having proper jurisdiction is entered in the matter, declaring the CONTRACTOR a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONTRACTOR under the federal bankruptcy laws, or any other similar applicable federal or state law; a competent authority determines that the CONTRACTOR in default of any federal, state or local tax obligations; or

(5) The CONTRACTOR fails to comply with the recommendations of the CITY as to the conduct of its activities and programs and its provision of the Services hereunder.

Election of Remedies. If any Event of Default hereunder occurs or continues to occur, the CITY may elect to pursue any one or more of the following remedies, in any combination or sequence as it deems appropriate or necessary:

(i) withholding or reducing any payment obligations hereunder until the matter is resolved or default remedied to the CITY's reasonable satisfaction;

(ii) requiring the CONTRACTOR to correct or cure such default to the satisfaction of the CITY within a definite period of time;

(iii) termination of this Agreement for cause;

(iv) pursuing any other available legal or equitable remedy.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

H. Independent Contractor. The CONTRACTOR and its officers, employees, agents, independent contractors and/or approved subcontractors are independent contractors in relation to the CITY with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The CONTRACTOR shall remain responsible, and shall indemnify and hold harmless the CITY, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance truces, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Provider, its subcontractors and their respective employees. The CONTRACTOR represents that it retains wide discretion in the time, manner and details of performance, is not under the recipient's direct supervision or control, has the skills and tools to perform the work, holds itself out generally as an independent provider and has other substantial sources of income.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the State of Connecticut, Judicial District of Stamford/Norwalk.

J. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the Services performed under this Agreement, including all materials prepared or document or

information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed Services, documents, memoranda, or other materials and reports in the event that the Agreement is terminated or CONTRACTOR is unable or unwilling to complete them for any reason.

~~Q. If any provision of this Agreement is held invalid, the~~
balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY: Alan Lo, Building and Facilities Manager
Office of Building Management
City Hall, P.O. Box 5125
Norwalk, CT 06856-5125

Sherelle Harris, Assistant Library Director
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

To the CONTRACTOR: Mr. John P. Byrne
Vice President & General Manager
Century Protective Services, Inc.
150 Grand Street, Suite 400
White Plains, New York 10601

R. The CONTRACTOR represents to the CITY as follows:

(i) That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently

contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) That the CONTRACTOR has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

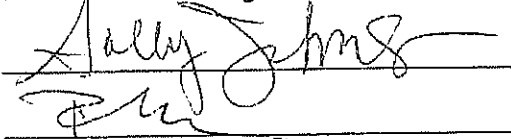
(iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

(iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

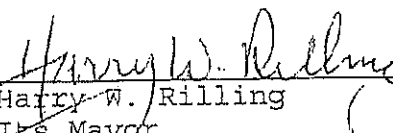
Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:



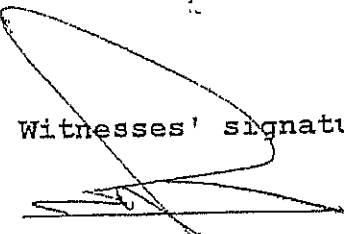
CITY OF NORWALK

By: 
Harry W. Rilling
Its Mayor
Duly Authorized

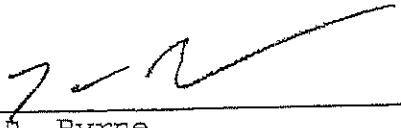
Date signed: 7/9/15

Witnesses' signatures:

CENTURY PROTECTIVE SERVICES, INC.


Kiersten Hogle
Kiersten Hogle

By:


John P. Byrne
Its Vice President & General Manager
Duly Authorized

Date signed:

7-1-15

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:

APPROVED AS TO
AVAILABILITY OF FUNDS:

By:


Comptroller

Date:

7-8-15

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION.

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City.

All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

~~Notwithstanding this requirement,~~ the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

 COPY

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.		
Address - 150 GRAND ST., SUITE 400, WHITE PLAINS, NY 10601		
Phone - 914-368-2404	Fax - 914-083-5608	Email - JBYRNE@CENTURYPROTECTIVE.COM
Manager - JOHN P. BYRNE		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

Pricing at both locations are based on 52 week year.

PROPOSAL PRICING

1. Norwalk City Hall

(Pricing to be based on 40 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 40,768.00	
	Lump Sum in Writing	Forty Thousand Seven Hundred Sixty Eight Dollars	20/100
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 41,991.04	
	Lump Sum in Writing	Forty One Thousand Nine Hundred Ninety One Dollars	04/100
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 43,250.77	
	Lump Sum in Writing	Forty Three Thousand Two Hundred Fifty Dollars	22/100
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 44,548.29	
	Lump Sum in Writing	Forty Four Thousand Five Hundred Forty Eight Dollars	29/100
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 45,884.14	
	Lump Sum in Writing	Forty Five Thousand Eight Hundred Eighty Four Dollars	14/100

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

2. Norwalk Public Library

(Pricing to be based on a combined 119 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 121,284.80	
	Lump Sum in Writing	ONE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS	80/100
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 124,923.34	
	Lump Sum in Writing	ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY THREE DOLLARS	34/100
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 128,671.04	
	Lump Sum in Writing	ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS	04/100
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 132,531.17	
	Lump Sum in Writing	ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS	17/100
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 136,507.10	
	Lump Sum in Writing	ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SEVEN DOLLARS	10/100

3. Indicate Hourly Labor Rates for Security Guard Services

A. 07/01/15 - 06/30/16

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Saturday/Sunday	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Company Holidays	\$ 29.40 hr.	\$ 29.40 hr.	HOLIDAYS

B. 07/01/16 - 06/30/17

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Saturday/Sunday	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Company Holidays	\$ 30.29 hr.	\$ 30.29 hr.	HOLIDAYS

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

C. 07/01/17 - 06/30/18

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$20.80/hr.	\$20.80/hr.	ALL
Saturday/Sunday	\$20.80/hr.	\$20.80/hr.	ALL
Company Holidays	\$31.20/hr.	\$31.20/hr.	HOLIDAYS

D. 07/01/18 - 06/30/19

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$21.42/hr.	\$21.42/hr.	ALL
Saturday/Sunday	\$21.42/hr.	\$21.42/hr.	ALL
Holidays	\$32.13/hr.	\$32.13/hr.	HOLIDAYS

E. 07/01/19 - 06/30/20

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$22.06/hr.	\$22.06/hr.	ALL
Saturday/Sunday	\$22.06/hr.	\$22.06/hr.	ALL
Holidays	\$33.09/hr.	\$33.09/hr.	HOLIDAYS

Submitted by - JOHN P. BYRNE, VP + General MGR. 2-26-15
 Authorized Agent of Company (name and title) Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 16

2. Number of personnel employed Part-time - 84, Full-time 125 = 209

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
CITY OF STAMFORD	4/2014	KEVIN MURPHY	203-922-4600
CITY OF WEST HAVEN	10/2011	JOE FARZONE	203-937-4347
WESTHESTER CO. DEPT. P.B. SAFETY	10/2012	LANE ALEXANDER	914-231-4279
ANDSLEY SCHOOLS	9/2013	JOE URBANOWICZ	914-693-6300
NORTH SALEM SCHOOLS	9/2014	GARY GREENE	914-669-5414
CBRE - GREENWICH	10/2012	LISA WITKOWSKI	203-552-4107

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐ general partnership
	☐ limited partnership
	☐ limited liability corporation
	☐ limited liability partnership,
	☐ corporation doing business under a trade name
	☐ individual doing business under a trade name
	☒ other (specify) S-CORPORATION

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ✓	No

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	N/A			
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

CENTU-1

OP ID: RM

DATE (MM/DD/YYYY)

05/06/2014

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Island Insurance Agency
Kyle & Waugh Inc.
498 City Island Ave. Box 198
Bronx, NY 10464

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

11519

INSURER B: AMERICAN ALTERNATIVE INS.CO.

INSURER C: PROGRESSIVE SPECIALTY

32786

INSURER D:

INSURER E:

INSURER F:

INSURED Century Protective Services
Nelson Soracco
150 Grand Street 4th Floor
White Plains, NY 10601

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		33056898	11/24/2013	11/24/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC					
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		05261832-3	01/10/2014	01/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 10000		19883856	11/24/2013	11/24/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	W2AZWC000069801	11/24/2013	11/24/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Security or Patrol agency

CERTIFICATE HOLDER

CANCELLATION

SAMPLE#

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF STATE POLICE

LICENSE NUMBER AA-1099

THIS CERTIFIES THAT

NELSON SORACCO, DBA - CENTURY PROTECTIVE SERVICES, INC. of WHITE PLAINS, NY

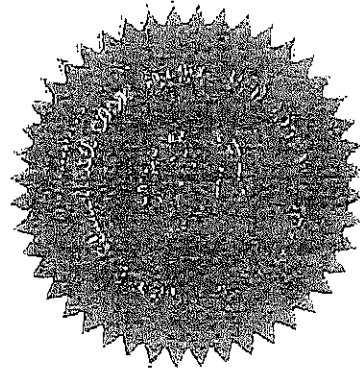
is hereby licensed as a

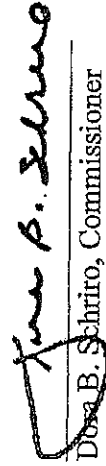
SECURITY SERVICE INC

in accordance with the Connecticut General Statutes

This license is valid effective October 21, 2014 through October 21, 2016.

Dated at Middletown, Connecticut this 06th day of November 2014.




Rosa B. Schriro, Commissioner
Department of Emergency Services and Public Protection



CENTURY PROTECTIVE SERVICES INC.

Partners in Security

February 26, 2015

City of Norwalk
Purchasing Department, Room 103
125 East Avenue
Post Office Box 5125
Norwalk, Connecticut 06856-5125

RE: Project # 3508- Security Services RFP – Norwalk City Hall & Norwalk Public Library

We appreciate the opportunity to present this proposal for security services to the City of Norwalk. Everyone at **Century Protective Services, Inc.** is committed to providing the City of Norwalk with a custom tailored service program, which is described in detail in this proposal. These services are supported and administered through quality personnel, unparalleled training disciplines and direct management access and oversight. We invite you to visit our website @ www.centuryprotective.com to view the full scope of our organization and services and truly understand why we should be your “partners in security”.

CPS, Inc. prides itself upon our reputation in the industry. In addition to client specific customized service; we have factored key elements into our service philosophy profile. We also establish clear goals and objectives that will exceed the expectations of the City of Norwalk. This philosophy is unique in the industry and clearly differentiates us from our competitors.

- State of the art In-House Training Facility is directed by a former law enforcement chief of police and adjunct professor of criminal justice. We provide a continual education platform whereby all CPS personnel are provided with all mandated pre assignment, post assignment, client specific, CPR/AED training and a full scope of specific security and investigative disciplines. The learning center also provides open enrollment for training any individual, group or proprietary staff.
- Employee Retention is a critical dynamic in the success of a security program. We offer highly competitive compensation packages that are commensurate with our employee's skills, experience and career path goals. We also offer benefits and incentives programs. We invest in our personnel to ensure that the return on investment (ROI) is prominent to our clients.
- Magnitude of cost is usually an important factor in determining the scope and affordability of any service based product. CPS, in cooperation with the City of Norwalk representatives, will clearly identify all personnel qualifications and requirements in relation to specific City of Norwalk security responsibilities and job functions. The significance of this process reveals itself in the administering of value-based services. CPS makes certain this program is successful by maintaining highly competitive profit margins and mark ups thereby directing the majority of billable cost to the City of Norwalk to benefit the assigned employees.



CENTURY PROTECTIVE SERVICES INC.

- **Background Investigations:** Human resources and management level evaluations are performed for each CPS employee prior to hiring and periodically thereafter. The CPS interview process is comprehensive and can include candidate pre-assignment interviews by the City of Norwalk upon request.
- **Experienced Account Management:** In addition to a Dedicated Account Manager, the City of Norwalk, shall be afforded direct access to a member of CPS management. CPS commits to service through direct communication and responsiveness with the City of Norwalk.
- **Contingency Planning** is an important element in security and risk management. The CPS consulting division will review the City of Norwalk's security plan and structure and prepare an emergency action plan in response to employee deficiencies, disaster recovery, crime and acts of aggression. We also offer the City of Norwalk quality improvement initiatives and recommendations at no additional cost.

Customer service is our number priority. CPS is confident that we can dramatically enrich the security program at the City of Norwalk and are 100% committed to accomplishing this task. We are available to discuss any aspect of our proposal with you so that you can make a well-informed decision. Thank you in advance for your consideration and we at CPS, Inc. look forward to hearing from you soon.

Very truly yours,

John P. Byrne, CPP
Vice President & General Manager



CENTURY PROTECTIVE SERVICES INC.

Primers in Security

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CENTURY PROTECTIVE SERVICES INC.

Principles in Security

The City of Norwalk Objectives

*** Security Services**

- * Security Services- Protecting People and Property
- * Custom Tailored Security Service Program
- * Emphasis on Customer Service
- * Dedicated Account Manager
- * Quality Security Personnel
- * Stringent Background Screening and Hiring Process
- * Comprehensive Employee Retention Program
- * Unparalleled Training Disciplines in support of Security Operations
- * Quarterly TEAM Building Training Sessions
- * Direct Senior Level "Experienced" Account Management and Oversight
- * Collaborative Contingency Planning
- * Quality Uniforms and Appearance Standards
- * Impactful Communication
- * High level of Responsiveness
- * Bi-Weekly/Monthly Operational Status Meetings
- * Continuous Process Improvement Initiatives
- * Extension of Property Management TEAM
- * All Hazard Security Service Resource
- * Market Rate Pricing Model

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CENTURY PROTECTIVE SERVICES INC.

Partners In Security

CPS COMPANY PROFILE

Century Protective Services (CPS, Inc.) was founded in 1999 by the existing President and Chief Executive Officer, Nelson V. Soracco. Unlike many other security organizations we are based in the United States and headquartered in White Plains, New York. Since inception, we have assembled some of the most experienced and knowledgeable personnel in the industry. This leadership allows us to execute the foundation of our organization: quality service and responsiveness.



CPS, Inc. continues to experience significant organic growth directly attributable to our reputation for the value of our services and unwavering commitment to our clients.

CPS, Inc. has successfully developed and implemented integrated security services for a number of vertical markets to include, financial, insurance, manufacturing and distribution centers, research and development, healthcare, education, museums and art galleries, high-end retail jewelry, commercial real estate, residential, construction, hotels, utilities, and others.

We have secured people, property, and assets throughout the U.S. We also serve clients with multiple facilities and provide protection of strategic and high-level security areas such as data centers. We have experience and manage security programs that are heavily regulated by the Department of Homeland Security, Drug Enforcement Agency, Food and Drug Administration just to name a few.

The CPS management style is designed to be effective and non-intrusive. In developing security programs and specific services, we carefully consider this factor together with the client's core environment and strategic issues. Careful planning and custom tailored resources are integrated and introduced. This hands-on approach provides appropriate support, seamless interaction, and a smooth transition at every opportunity.

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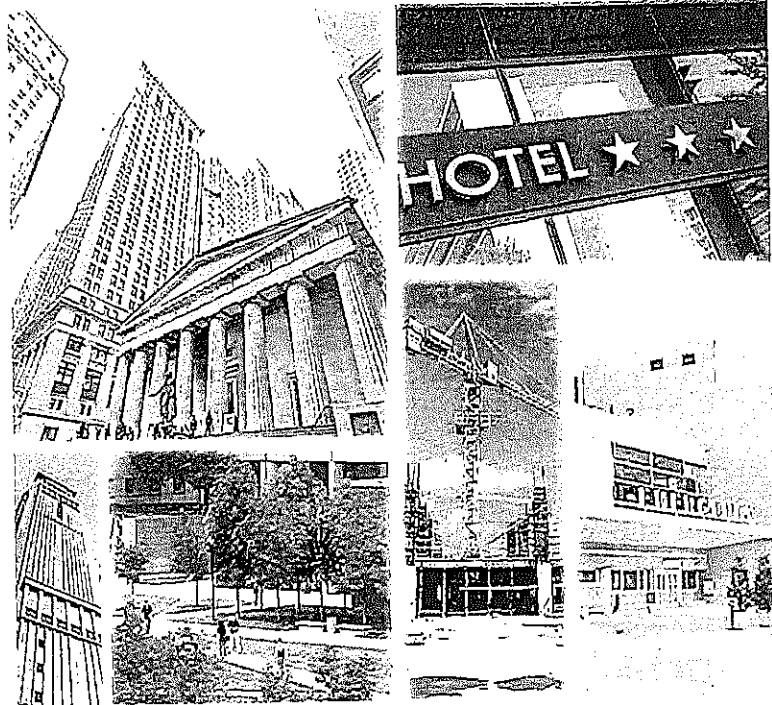


CENTURY PROTECTIVE SERVICES INC.

PROTECTORS OF SECURITY

Upon inception of any contract for services, CPS develops a tailored Activity Value Analysis (AVA) for each client. This analysis identifies general issues, target areas of concern and monitors all related activity and progress.

CPS integrates technology in appropriate proportions as a vital tool which allows for the enhancement of the client's security profile. We utilize these tools to increase the effectiveness of the overall security and life safety programs. CPS delivers the most effective method for the proactive management of these areas at reduced costs and liability.



Historically, competition in the security service industry has consisted of large National/International, Regional and Local providers. Century Protective Services has developed a reputation based upon a philosophy of service, which embraces the following principals;

- Direct Access to Ownership
- Dedicated Project Management
- Access to Quality Security Personnel
- Continuous Development of Personnel
- Market Rate Pricing
- Full Service Security Company
- Access to Security Related Resources and Network of Security/Law Enforcement Professionals

We urge you to consider these compelling reasons to partner with CPS for your security service needs.

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Partners in Security

SCOPE OF SERVICES

CPS offers a broad scope of security services which are managed by seasoned professionals.

Professional Security Agents
Fire Safety Directors
Command Center Operators
Concierge & Mailroom Personnel
Event Security Experts
Executive Protection Specialists
Pre-employment Background Screening
Specialized Security Training
Investigations
Patrol Vehicles
Electronic System Design
Physical Security Assessments

FINANCIAL SNAPSHOT

The financial stability of a service provider is critical to ensure the non-default of payroll and expenses to maintain normal business operations without interruption.

Century Protective Services, Inc. is a privately held S-Corporation founded in 1999 which maintains a solid relationship with a major U.S. based financial institution supporting our business accounts. Our records conform to generally accepted accounting principles and are regularly audited and have never defaulted. We have no Bankruptcies and/or pending Litigation to report. We retain the services of a highly credible Certified Public Accounting firm for the purposes of Sales and General Tax Liability reporting. We also retain the services of a professional payroll service for the purposes of payroll, tax, and other related obligations. Our Accounting Department carefully reviews all billing, payroll, receivables, and payables for accuracy and timely processing. We provide clear back up and support documentation with all transactions, invoices and services.

It is not the policy of Century Protective Services, Inc. to openly divulge general information regarding the financial data of our organization for the purposes of RFP. However, Century Protective Services, Inc. is prepared to provide a contact and major bank reference upon request. Please contact the following regarding financial information:

Nelson V. Soracco, President & CEO
Century Protective Services, Inc.
150 Grand Street
White Plains, New York 10601
914-290-6170
nelson@centuryprotective.com

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CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURE

MANAGEMENT STAFF



Century Protective Services, Inc. possesses a management staff with over one hundred years of cumulative experience in the private security and law enforcement sectors. Relative to the scope of work outlined by the City of Norwalk, we shall assign our top management personnel to oversee this account. Upon award of this contract, John P. Byrne, CPP, Vice President & General Manager will begin work immediately on a transition and implementation with designated City of Norwalk representatives. As your point person, John P. Byrne, CPP, in partnership with the City of Norwalk will oversee the contracted deliverables and provide for a seamless transition.

Direct access to ownership and hands-on management is what differentiates us from our competitors. Both John P. Byrne, CPP and Senior Management are available to you and your staff on a 24/7 basis during ordinary and emergency conditions. Direct senior management responsibility guarantees the highest priority in operational support. We as the decision makers are flexible, adaptable, and are committed to exceeding your expectations. We are customer focused and results driven.

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SENIOR MANAGEMENT



Nelson V. Soracco, CPP, President & CEO

Mr. Soracco founded Century Protective Services, Inc. in 1994 after an illustrious, twenty year career with Sotheby's Holdings Incorporated as Director of Corporate Security. Mr. Soracco is a Board Certified Protection Professional and Licensed Private Investigator. With this expertise and experience he has been able to create and develop CPS into one of the area's premier security service providers. CPS currently manages security programs, executive protection plans and investigative services for an elite customer base over a diverse scope of industries. Mr. Soracco has lead CPS with a finely developed sense of customer service and has nurtured that very culture in every employee and business aspect of the organization. Mr. Soracco, maintains professional affiliations with ASIS (American Society of Industrial Security), NYPD APPLE & Shield Programs, The American Association of Private Law Enforcement, and is a long-standing business supporter of the New York State Police.



John P. Byrne, CPP, Vice President & General Manager

Mr. Byrne is responsible for Century Protective Services overall operation and security management programs in the tri-state area. Mr. Byrne brings over twenty years of security and loss prevention experience to CPS. A graduate of Pace University, Mr. Byrne holds a Bachelor's Degree in Criminal Justice and is board certified in security management as a CPP, Certified Protection Professional through ASIS. Prior to joining CPS, Mr. Byrne served as the Vice President of Operations for a contract security service provider operating out of Connecticut and served as the Director of Loss Prevention for a major retailer, managing the loss control operations for approximately 50 business units in the New York Metropolitan area. Mr. Byrne is proficient in both internal and external security systems and has extensive investigations experience. Mr. Byrne is a recognized leader in the security industry and has held various leadership roles and has received numerous awards including the Distinguished Service Award for his service to the Westchester/Rockland Chapter of ASIS.

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Kiersten H. Gennarelli, Director of Human Resources

Serving as the Director of Human Resources since 2006, Kiersten is responsible for Century Protective Service's Human Resource Administration, Employee Relations, Recruitment and Compensation, Risk Management, Training and Employee Development. Kiersten is a seasoned Human Resource professional with over twenty years of experience, having worked for such prestigious companies as Goldman Sachs, Spherion, and InScope an IT software developer. Kiersten holds a bachelor's degree in Economics from the University of Utah and is an active member in SHRM – Society for Human Resource Management.



Anthony P. Chiarlitti, Director of Training and Employee Development

Anthony P. Chiarlitti recently retired as the Chief of Police of the Pleasantville Police Department (NY) where he served for a total of 31 years. As part of his duties, Chief Chiarlitti was responsible for coordinating emergency planning and operations of emergency services in Pleasantville in the event of a serious incident or disaster. He has been active in developing school emergency plans with his local school district and during his career maintained a close working relationship with school officials to enhance the security of local schools. He holds a Bachelors and Masters of Science Degree in Criminal Justice from Iona College. Chief Chiarlitti has been an adjunct professor in the Department of Criminal Justice and Security at Pace University in New York since 1999 where he teaches courses related to the field of criminal justice, community relations in the criminal justice system and government administration. He also is an adjunct professor at Mercy College where he teaches courses in corporate and homeland security and terrorism.

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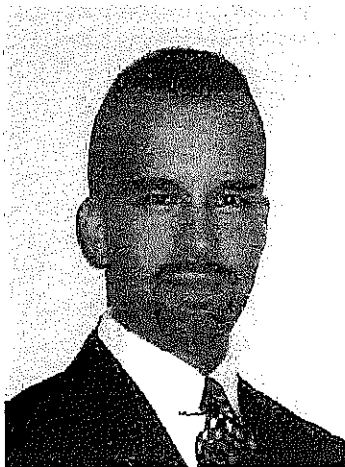
CENTURY PROTECTIVE SERVICES INC.

INTEGRITY IN SECURITY



Evelyn Valentin, Chief Financial Officer

Evelyn is a graduate of Monroe College with a B.B.A. in Information Systems and Accounting and a licensed Commercial Insurance professional. As our Chief Financial Officer since 1999 she is vital to our organization overseeing and maintaining our financial stability and compliance. Her expertise and the establishment of sound relationships with major financial institutions have resulted in Century Protective Services, Inc. being financially capable of acquiring and supporting opportunities of any scope or size. Evelyn and her team ensure that all proposal and job cost estimates are accurate and clearly outlined, while all financially based customer inquiries are dealt with promptly and directly. Evelyn effectively administers all employee benefits and compensation in a timely manner to ensure a productive and motivated workforce.



Victor K. Cannon, Director of Operations

Victor began his career in the private security industry in 1992 as an operations manager. He was directly responsible for all personnel and locations throughout upstate NY. During this time he received extensive experience in managing special events such as Woodstock 94', Hudson River Wildlife Festival 95', Country Fest 96' as well as the 98/99' Citibank Champions Tennis tournaments and the Annual NY Breast Cancer Walk-a-Thons in 98/99/00'. In 1998 Victor became the Deputy Director of Public Safety for Manhattanville College. There he managed operations for the protection of over 6,000 students, staff and faculty as well as numerous National and International VIP's on behalf of the college. In 2001 Mr. Cannon joined a national security company to work in their ATM/Jewelry Division in which he managed over 100 subcontracting companies throughout the Northeastern portion of the US. In 2002, he was subsequently promoted to District Manager to oversee the security operations and client development teams for several offices in NY State. Victor transitioned to the technology field in 2010 as a business development executive and has been trained in design and integration for CCTV video surveillance, burglar/fire alarms as well as access control systems for commercial, residential and industrial locations. Mr. Cannon is a former United States Marine, specializing in Surveillance and Target Acquisition. He also attended College in North Carolina majoring in Criminal Justice and is a former Law Enforcement Officer.



CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURITY

HUMAN RESOURCES: EMPLOYEE SCREENING AND SELECTION



Century Protective Services, Inc. maintains a full service Human Resources Department in our home office located in White Plains, New York. Our Human Resources Department, under the direction of our Human Resource Director, Kiersten Gennarelli, is staffed with dedicated professionals with both human resource and security industry experience. CPS, Inc. approaches hiring in an intensive, detailed and organized manner. The CPS objective is to hire the right person for the right job, the first time. Our Human Resources professionals interact with individuals at all levels of employment including but not limited to: recruitment, interviewing, screening/background investigations, license verification, orientation & training, career path, corrective communication, reach out programs, bereavement, counseling and benefits.

EMPLOYMENT ELIGIBILITY

The first step in our screening process is to carefully verify the employment eligibility of all applicants. CPS, Inc. is keenly aware of its obligations under the Immigration Reform Act of 1986, and we are aware that the screening we do under the act does more than keep us from hiring illegal personnel. The next step in the initial screening process is an in-depth interview. Although we are sensitive to the candidate's privacy and dignity, the process is thorough and effective. Our Human Resource Department has the training and expertise to focus on the application and job-related issues that will predict successful job performance. The applicant must demonstrate the qualities that will predict he or she will work well with others, and on his or her own. Based on the outcome of the interview process, our pre-employment background screening includes:

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Integrity • Professionalism • Security

- State and Federal Criminal Background Check
- Department of Motor Vehicle Check
- Employment History/Education Verification
- Credit History
- Sex Offender/Terrorist Watch Lists
- Personal Reference Check
- Residence Check
- Pre and Post Employment Drug Testing
- State Registration Compliance



HIRING PHILOSOPHY:

CPS, Inc. hires employees who are career minded with regard to the security industry. In cooperation with our clients, we structure a career path; provide medical benefits, vacation, and bonus incentives in order to maintain a low employee turnover ratio. We inspire dedication and promote personal/professional development. Our Human Resources proactive involvement with CPS employees helps to maintain turnover rates well below the industry norms. As stated earlier, we want to hire the right person for the right job, the first time. To that end, we do not take short cuts or skimp on our hiring process. In partnership with our clients, we determine the necessary skill set and requisite experience and hire accordingly. We welcome client interaction during the interview phase, in order to validate the process and get the right fit.

Candidates are sourced via employee referral program, US Military Service placement, NYC Detective Endowment Association, NY/NJ/CT State Police Retiree Association, Criminal Justice Programs, ASIS- American Society for Industrial Security, security publications and public advertisement. We interview, screen and retain and/or assign staff commensurate with the agreed upon requirements set forth in our contracts and scope of work.

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CENTURY PROTECTIVE SERVICES INC.

EMPLOYEE INCENTIVE PLAN

CPS, Inc. also recognizes and understands the importance of retention and continuity; therefore, every employee and the contributions they make to both our organization and our clients are recognized and valued. Our employee's salary, reimbursements, and benefits are paid on an ordinary bi-weekly pay cycle. We also offer the following incentives:

- Comprehensive Major Medical Insurance Plan (ACA Compliant)
- Supplemental Voluntary Insurance Plans (AFLAC)
- Employee Recognition Programs
- Direct Deposit
- Continuing Education Compensation
- Employee Referral Compensation
- Outstanding Performance Bonus
- Holiday and Vacation Pay
- Bereavement Pay
- Free Uniforms and replacement parts
- Internal Career Development Opportunities

All employees are provided with an employee handbook, which clearly explains all company policies, requirements and terms of employment. They are afforded the opportunity to meet with a Human Resources representative on any issue or matter which needs further explanation, clarification or support.

Client's Right of Rejection: Client and/or client designee shall have the right to reject any candidate for assignment as a security officer or supervisor, as well as the right to recommend reassignment of any security officer or supervisor at any time, with or without cause.

Contract Compliance: CPS, Inc. will track all items of contract compliance for each individual. To that end, we will prepare a special checklist for compliance with all contracted specifications for security personnel.

Contingency Personnel: CPS, Inc. maintains a surplus of diversely trained staff, which can be readily deployable in such instances of emergency or increased threat level. Field supervisors oversee all operations and are often on-site to enable transition or handle deficiencies.

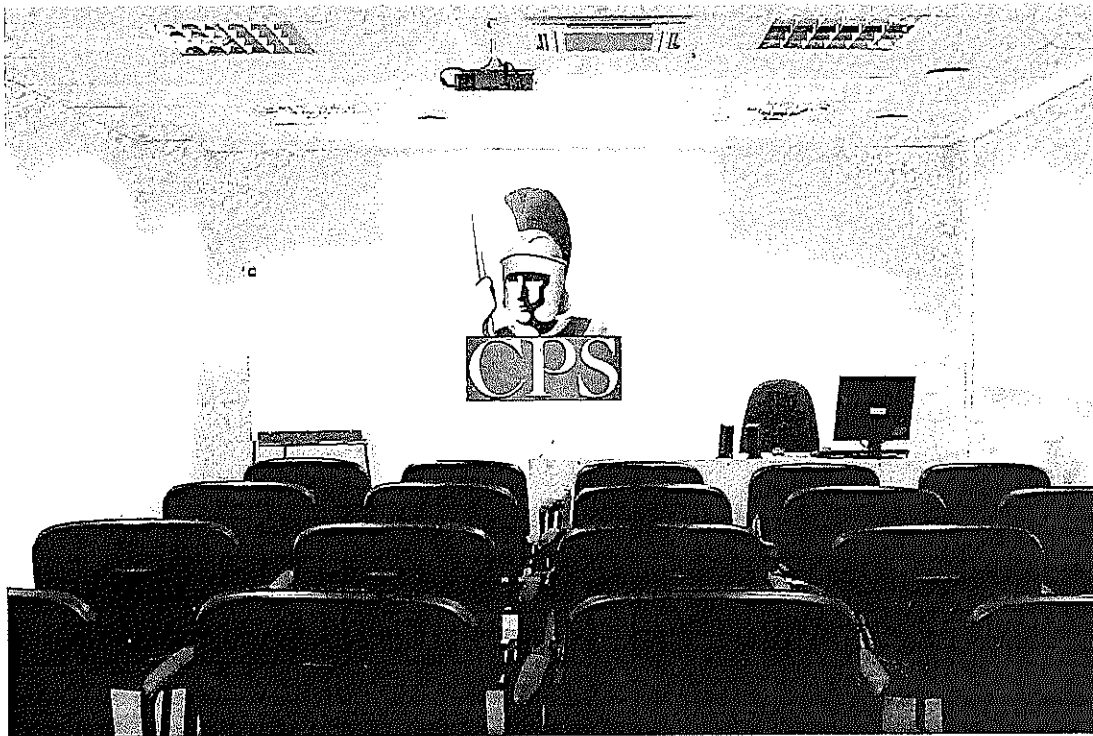


CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE FUTURE

TRAINING & EMPLOYEE DEVELOPMENT:

Century Protective Services, Inc. is an accredited training School through the New York State Department of Criminal Justice Services.



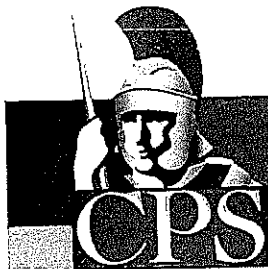
Training is often over-promised and under-delivered in the contract security industry. At CPS, we deliver on our training promises without exception. We also understand that training is not a one-time deal; we recognize that training is perishable and continually needs to be refreshed over time. To that end, CPS makes continual investment into the development of our employees, an investment that pays off for our officers, our clients, and CPS in many worthwhile ways.

FOR OUR SECURITY OFFICERS:

- Training instills a sense of pride in the weight of their responsibilities, promoting a serious and respectful attitude toward their work.
- Training builds their confidence in their own capabilities and authority.

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- Training relieves boredom and restlessness through continual challenges to expand knowledge and skill sets.
- Training creates Collegial atmosphere of personal growth and discovery.
- Training empowers officers to pursue their career goals and aspirations.

FOR OUR CLIENTS:

- Training establishes competency to meet contract specifications from the start of service.
- Training ensures that the officers who greet and interact with people on your site make a positive impression.
- Training bonds the officers to your organization, motivating them to consistently perform beyond expectations and continually seek ways to improve service and add value.
- Training promotes stability, increasing the likelihood that the officers who start service at your site will be the same officers on site when you renew the contract year after year.
- Training prepares your officers to move swiftly and effectively to secure lives, property and assets in the event of an emergency, disaster, or other serious threat.

FOR CPS:

- Training and advancement opportunities increase our ability to attract the best qualified most promising candidates.
- Training creates a growing pool of proven security professionals we can call upon to provide experienced leadership at new sites.
- Training minimizes our risk and yours, enabling us to secure comprehensive insurance coverage and high liability limits from premier insurance carriers with high financial ratings.
- Training improves the odds that our employees will move up with CPS instead of moving on, allowing us to recoup our investment in employee selection and development over time.
- Training keeps you satisfied with performance and innovations at your account so you choose CPS time and time again.



CENTURY PROTECTIVE SERVICES INC.

PROTECTORS AND FACILITATORS

Much like our employee selection and screening process, we take a customized approach to our training and employee development programs. We focus on the requisite skills that the security officer will need to be successful at a particular client site. We work in conjunction with our clients to identify training programs that would be most effective for the actual working environment.

We take a layered approach to training. We begin by laying the foundation of security basics through our pre-assignment training program. Once officers master the fundamentals covered in pre-assignment training, we provide the next layer of training- training specific to the client and the site where the officers will be assigned. We ensure that each officer is thoroughly competent and proficient at every skill set required for his or her assignment, testing and refining each officer's performance through role playing, drills and hands-on training. Over time we add layer upon layer of continuing education, enhancing the depth and breadth of each officer's expertise.

**The following will outline our current pre-assignment curriculum:
OVERVIEW OF THE SECURITY INDUSTRY:**

This course imparts:

1. An understanding of State Licensing of Security Officers
2. An understanding of security work and the security industry.
3. An understanding of the general policies and procedures at CPS, Inc.
4. An understanding of the general culture and service philosophy at CPS, Inc.
5. The basic security principle of "Observe and Report"

THE ROLE OF A SECURITY OFFICER:

1. Protection of People, Information and Property
2. Appearance, Reliability and Judgment
3. Detection: Observation Skills & Proactive Approach
4. Deterrence: High Visibility and Professional Appearance
5. Reporting: Crimes and Emergencies
6. Patrol Techniques and Responsibilities
7. Post orders: the Security Officer's Bible
8. Chain of Command: Client Relations

LEGAL POWERS AND LIMITATIONS:

1. Sources of rules governing a security officer's actions
2. Rules governing the use of force
3. Definition of a felony and misdemeanor



CENTURY PROTECTIVE SERVICES INC.

4. Procedures for taking a person into custody and detention
5. Security Officer's authority to arrest and potential liability

EMERGENCY SITUATIONS:

1. Types of emergency situations that an officer may encounter
2. Factors governing a security officer's response to emergencies; protocol and procedures
3. Fire Prevention and control
4. Bombs and bomb threats
5. Medical Emergencies
6. Weather related emergencies and natural disasters
7. Civil disturbances
8. People problems



COMMUNICATIONS AND PUBLIC RELATIONS:

1. The five components of communications
2. Obstacles to good communication
3. Methods of communication
4. Components of effective communication
5. Nonverbal communication
6. The importance of good communication skills in public relations
7. The role of the security guard as a public relations agent
8. Enforcing the rules with courtesy and tact

ACCESS CONTROL:

1. The meaning of threat potential
2. The basic elements of access control
3. Types of access control
4. The definition of espionage, sabotage and terrorism
5. The various groups with which a guard interfaces
6. General access control duties
7. Badge systems
8. Property pass systems



CENTURY PROTECTIVE SERVICES INC.

PROFESSORS IN SECURITY

ETHICS AND DEPORTMENT:

1. Benefits of an enhance professional image
2. Specific elements of a code of ethics
3. Characteristics of a Professional
4. Addition problems and the employee assistance program
5. Policies on discrimination and sexual harassment
6. Unethical conduct and offenses to be avoided
7. Positive side of discipline
8. Positive reinforcement

FIRST AID, CPR, AED AND PROTECTION AGAINST BLOOD BORNE PATHOGENS:

1. Role of a Security Officer
2. Legal powers and limitations
3. Emergency Situations
4. Communications and Public Relations
5. Access Control
6. Ethics and Conduct
7. Medical Emergency Tips



CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURE WAY

Site Specific and Post Specific Training

CPS, Inc. recognizes that consistent, top-notch performance in carrying out the specific responsibilities at your site is the bottom line in delivering quality customer service. All security officers assigned to a City of Norwalk location will receive the required on-the-job training. This training is geared toward the specific job and tasking that the security officer is expected to carry out. CPS, Inc. in collaboration with the City of Norwalk, will develop a training checklist for each post based on post orders and overall expectation. This checklist will be completed and signed by both the officer and the person responsible for the on-job-training. The following are some of the topics that are normally covered in job and task specific training:

1. Customer Service and Public Relations
2. Access Control and Visitor Management
3. Patrol Techniques and Observation
4. Environmental and Mechanical Responsibilities
5. Communication and Escalation Procedures
6. Emergency and Incident Response
7. Fire Protection and Life Safety
8. Crime Prevention and Protection
9. Written Reports and Logs
10. Policy and Procedure Enforcement
11. Parking Lot Safety/Escort Duties
12. Codes of Conduct- Sexual Harassment

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CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURITY

SUPERVISION & MANAGEMENT

Field Supervisors provide another layer of supervision, oversight and support for your site team. We consider field supervision an essential component of our management value and integrate their activities into to each and every site that we protect. Our Field Supervisors are trained to standard at all client sites and represent our first responders in the time of crisis and emergency situations. Field Supervisors perform many of the same functions as our site team and operations managers, but every pair of eyes and ears on your team make the difference, and the field supervisors ensures that our off-shift officers receive all the attention and support they need.

Following are some of the ways field supervisors help us sustain consistently strong performance on every shift at every site.

1. They monitor the efficiency and preparedness of the security officers on duty at your site.
2. They reinforce the training of the site officers by reviewing parts of the site operations manual during visits to each post.
3. They provide positive correction of lapses in performance, infractions of rules or departures from compliance. They also initiate our progressive discipline program as needed by documenting complaints or written warnings.
4. They support the security activities of your site team. Because our Field Supervisors are skilled in emergency response, we encourage officers to contact them whenever an incident occurs on site. A Field Supervisor will often respond to the site to assist the officer in responding to and investigating the incident and in writing a detailed report of the incident.
5. They can back up the staff at your site if needed, since their duties necessitate a detailed understanding of the requirements of each post.

Our Field Supervisors are salaried employees whose earnings and benefits reflect Century Protective Services commitment to staffing these critical positions with premier people. Whatever their individual backgrounds, these are experienced, mature security professionals who have proven in many emergency situations that they can keep cool heads under pressure. We require our Field Supervisors to have prior law enforcement, military, or security experience. Candidates must show evidence of leadership ability and demonstrate the writing skills necessary to write clear incident reports and log entries.



CENTURY PROTECTIVE SERVICES INC.

CPS has years of experience in facilitating police activity when necessary. In the event of an emergency, our executive team is always involved to support the Field Supervisors and site team as necessary. CPS maintains constant contact with local and federal law enforcement agencies and is immediately aware of any imminent threat to public safety or terrorist activity and proactively manages this information with its clients.

To support our Supervisory personnel, CPS offers an extensive supervisory development training program. Since we believe strongly in promoting from within, our managers continuously look for potential site or shift supervisors, for Field Supervisors, and even management prospects, from among the ranks of our security officers. Once identified, these candidates are thoroughly screened and enrolled in a self-paced security supervisor's course. This challenging course not only provides the potential supervisor with the necessary training and a handy reference, but also demonstrates whether the candidate has the aptitude as a supervisor.

If the potential supervisor successfully completes the self-paced course, he or she must attend an eight-hour, in-house basic supervisor's program conducted by our training division and qualified management staff. The following will outline some of the subjects that are included in our supervisory training curriculum:

- Leadership Principles
- Elements of Security Supervision
- Motivating and Training
- Counseling and Disciplining
- Problem Solving
- Relations with Clients and Superiors
- Appraising and Developing
- Professionalism
- Communications
- Supervision and Personal Styles
- The Human Factor

At Century Protective Services Incorporated, we believe that supervision is key component of our quality security management program. We follow one simple rule when it comes to supervision: "Inspect what you expect"!



CENTURY PROTECTIVE SERVICES INC.

PROVIDING THE BEST SECURITY

Transition / Implementation Plan for The City of Norwalk

Subject to your approval and upon award of contract, our management staff under the leadership of John P. Byrne, CPP, CPS will begin work immediately on the transition. We will begin by meeting with the designated City of Norwalk representatives to review the following:

1. All facets of the proposal and contract.
2. Any prior problems or concerns.
3. Special security duties or procedures.
4. Training guidelines.
5. Lines of communication and management control.
6. General site data.
7. Work schedules.
8. Safety and fire procedures.

We will develop revised general and post specific orders and tailor the procedures contained in this proposal to site-specific directions. We will also schedule initial and refresher training for retained and new personnel.

We recommend a three to four week transition schedule as follows:

*** Phase 1**

- Meet with The City of Norwalk representatives to review all security procedures to begin updates and revisions to general and post specific orders.
- Review uniform and equipment requirements and ensure adequate supplies are available.
- Identify and interview incumbent supervisory and security personnel who are to be retained. (NOTE: CPS will be pleased to hire and "grandfather" outstanding officers and supervisors who have worked for our predecessor at The City of Norwalk. However our proposal is not predicated on their acceptance of our job offers.)
- Identify and interview candidates for site managers and shift supervisors, if applicable.
- Identify any areas of the current security program that may need to be improved or strengthened.



CENTURY PROTECTIVE SERVICES INC.

* Phase 2

- Review and update current direct lines of communication and management control.
- Submit draft updated general and post specific orders for review and approval.
- Begin Supervisory training.

* Phase 3

- Begin pre-assignment training.
- Finalize and complete general and post specific orders
- Selection of security force completed; assignment to regular schedules.

* Phase 4

- Certification of all pre-assignment training.
- Development of work schedules.
- On-the-job training.
- Completion of contractor start-up review.
- Starting the job.



CENTURY PROTECTIVE SERVICES INC.

VALUE ADDED SERVICES

CPS is not just a guard and investigative company. We possess the capability to identify and provide you with a number of additional security solutions and resources that specifically address your overall protection program and further reduce your risk of loss. General consulting is offered to our existing clients at nominal and often no additional costs depending upon the size and scope of the project or concern. We are experts in providing:

- Physical Security Assessments
- Vulnerability Studies
- Workplace Violence Mitigation
- Emergency Preparedness Planning
- Crisis & Strike Management

Many specialty type security guard services and the training modules required to support them have emerged in recent years. These professionals bring detailed expertise with regard to the specific areas of security management and services. CPS recognized these needs long ago and has developed personnel skilled in the following disciplines:

- Fire Safety Directors (FSD)
- Concierge & Lobby Security Agents
- Mailroom & Package Screening Professionals
- Executive Protection Specialists
- Patrol Vehicle Operators
- Command Center Operators

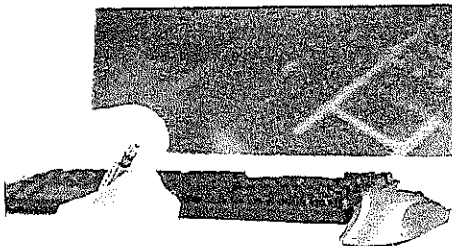
Technology continues to factor into our approach in providing a full scope of modern security services. These conclusive resources allow us to decisively advise our clients how best to approach the development and management of line security personnel, maintain the integrity of processes and provide documented evidence of aggressive behavior and harmful acts:

- Corporate Investigations & Surveillance
- Pre-Employment Screening
- Telephone Integrity & Electronic Sweeps
- Polygraph Examinations
- Electronic Systems Design



CENTURY PROTECTIVE SERVICES INC.

TECHNOLOGY BASED MANAGEMENT



CPS utilizes and integrates modern state of the art equipment, services and systems in all aspects of it business operations to ensure prompt and effecient services and communication with our employees, clients and business partners.



- We maintain an interactive web page describing all services, employment opportunities and links to industry news and information.
- CPS, publishes regular company and industry related bulletins regarding trends and current events within the security and law enforcement fields.
- Hiring, payroll, invoicing and all accounting services are fully interactive with our financial partners, licensing divisions, Human Resources department and IT support center.
- Our in house training center is equipped with video presentation monitors, a library of demonstration and instructional CD's, an audio conference bridge and teleconfrencing capability.
- Automated time and attendance modules are installed to instantly record and process payroll information, document employee tour and other scheduled or spontaneous activities.
- All senior management, field personnel, site supervisors are equipped with Smart Phone communication devices to ensure on demand contact and immediate access to files, documents and web based information.

CPS subscribes to a number government and highly regarded private sector databases to ensure accuracy and sufficient scope of investigative information.

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CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURE

REFERENCES

SWISS RE AMERICA

117 King Street
Armonk, New York 10055
Contact: Mr. Dennis Morrissey, Vice President of Facilities
914-828-8672
dennis_morrissey@swissre.com

CBRE

Greenwich Office Park
Two Greenwich Office Park
Greenwich, Connecticut 06830
Contact: Ms. Lisa Ianelli-Winkler, Property Manager
203-552-4107
Lisa.ianelli-winkler@cbre.com

CITY OF STAMFORD

888 Washington Boulevard
Stamford, Connecticut 06901
Contact: Mr. Kevin Murray, Operations Manager
203-977-4606
kmurray@ci.stamford.ct.us



CENTURY PROTECTIVE SERVICES INC.

PROTECTING THE SECURITY

SL GREEN/RECKSON

360 Hamilton Avenue
White Plains, New York 10601
Contact: Mr. John Barnes, Senior Vice President, Managing Director
914-750-7200
john.barnes@slgreen.com

CITY OF WEST HAVEN

West Haven Public Schools
355 Main Street
West Haven, Connecticut 06516
Contact: Mr. Joseph Falzone, Director of Facilities
203-937-4347
Joe.falzone@whschools.org

WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY

25 Operations Drive
Valhalla, New York 10595
VOA/Grasslands Shelter
Contact: Mr. Lance Alexander, Program Director
914-231-4229
laalexander@voa-gny.org

ADDITIONAL REFERENCES FURNISHED UPON REQUEST

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CENTURY PROTECTIVE SERVICES INC.

Providing the Security

PRICING

Norwalk City Hall

Position	Wage Rate	Bill Rate	Hol./OT Rate	Weekly Hours	Weekly Cost
Security Officer	\$14.00	\$19.60	\$29.40	40	\$784.00
Annualized @ 52 Weeks				2,080	\$40,768.00

Norwalk Public Library

Position	Wage Rate	Bill Rate	Hol./OT Rate	Weekly Hours	Weekly Cost
Security Officer	\$14.00	\$19.60	\$29.40	119	\$2,332.40
Annualized @ 52 Weeks				6,188	\$121,284.80

Pricing Notes:

CPS, Inc. remains flexible and open to discussing any and all aspects of this proposal.

Our pricing structure is all inclusive of payroll taxes, insurance, background screening, training, uniforms, supervision, and management.

The above pricing structure does not include CT state sales tax and/or holiday billing.

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CENTURY PROTECTIVE SERVICES INC.

CPS, Inc. would be pleased to hire and retain incumbent staff subject to the successful completion of our background screening process. All seniority based benefits such as; increased wages, additional vacation time, sick time, etc., over and above our standard limits, will need to be negotiated prior to contract execution.

CPS, Inc. recognizes the following six (6) major holidays at 150% :

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

CPS, Inc., is an equal opportunity employer.

This proposal remains valid for 90 days from the date of this document.



CENTURY PROTECTIVE SERVICES INC.

SUMMARY

There are many realized advantages to outsourcing contract security services; mainly costs and liability:

- CPS has the experience and capacity to offer its services at operating rates that provide the City of Norwalk with the best cost to value ratio for their security program and overall reduced liability.
- The City of Norwalk and CPS will identify the services profile and relationship whereby they will be effectively communicated and administered.
- Our philosophy recommends a true partnership, which mutually understands and agrees upon the assessment of the client's risk, sourcing and unilateral support of all security applications.
- The City of Norwalk will have direct contact with company principals and will receive top level management support.

Strategic outsourcing must include both operational and tactical elements; however, it must also solidify a true partnership between the service provider and the client. The partnership must share the same vision of accomplishment, long term goals and be agreed upon in a comprehensive agreement, which foresees all possible contingencies. The CPS partnership with its clients and business partners is always knowledge based.

Experience the CPS difference; Customized, Professional, Security!

File No. 50470-0059

City of Norwalk

Hans Jean,
Complainant

v.

Century Protective Services, Inc.,
Respondent

September 8, 2020

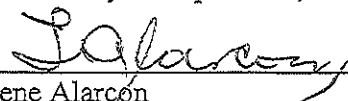
AFFIDAVIT OF IRENE ALARCON

The undersigned being duly sworn depose and state as follows:

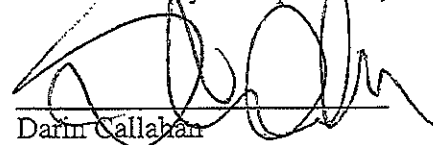
1. I am over the age of eighteen years and believe in the obligation and sanctity of an oath.
2. I have been the transactional paralegal in the City's Law Department for the past 16 years.
3. The information contained herein is true and accurate to the best of my knowledge, belief and recollection.
4. Attached hereto as **Exhibit A** is a true and accurate copy of the signed contract between the City of Norwalk and Century Protective Services, Inc. for Project No. 3508 – Security Guard Services at Norwalk City Hall and Norwalk Public Libraries dated July 9, 2015.

CERTIFICATION

Dated in Norwalk, Connecticut
this 8th day of September, 2020


Irene Alarcon

Subscribed and Sworn to before
me this 8th day of September, 2020


Darin Callahan
Commissioner of the Superior Court

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
CENTURY PROTECTIVE SERVICES, INC.
FOR PROJECT No. 3508 - SECURITY GUARD SERVICES
AT NORWALK CITY HALL AND NORWALK PUBLIC LIBRARIES

THIS AGREEMENT made and entered into this 9th day of July, 2015, by and between the CITY OF NORWALK, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by Harry W. Rilling, its Mayor, and CENTURY PROTECTIVE SERVICES, INC., a New York corporation authorized and licensed to do business in the State of Connecticut, having a principal place of business at 150 Grand Street, Suite 400, White Plains, New York 10601, acting herein by John P. Byrne, its Vice President & General Manager, duly authorized (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of security guard services for Norwalk City Hall and the Norwalk Public Library sites (the Services); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the required security Services in a professional manner in accordance with the CITY's requirements;

WHEREAS, CONTRACTOR has agreed to perform the Services for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. The CITY hereby retains the CONTRACTOR to perform the Services in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The persons in charge of overseeing the CONTRACTOR's performance of this Agreement as representatives of the CITY shall be as follows:

1. For City Hall - Alan Lo, Building and Facilities Manager for the City of Norwalk; and
2. For the Norwalk Public Library sites - Sherelle Harris, Assistant Library Director;

Other persons may be designated in writing to represent the CITY or replace any one named above.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be John P. Byrne, its Vice President & General Manager.

2. SERVICES TO BE PERFORMED

A. The Services to be performed by the CONTRACTOR under this Agreement are described in the CITY's Request for Proposals, dated February 5, 2015, attached hereto and incorporated herein as Exhibit A, and as further explained in Addendum numbered 1, dated February 20, 2015. The addendum is attached hereto and incorporated herein as Exhibit A-1. The Services may be amended or modified at the discretion of the CITY acting by the DIRECTOR. The CONTRACTOR shall perform the Services set forth in this Agreement in accordance with generally prevailing standards of professionalism and due care, and in compliance with the directions of the CITY's representatives named above.

B. The CONTRACTOR's personnel, employees and representatives, involved directly in the performance of the Services, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be appropriate; and with other entities as directed by the CITY, with regard to the Services performed hereunder.

C. The CITY may, from time to time, request changes in the scope of the CONTRACTOR's Services to be performed hereunder. Such changes, including any corresponding increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. TIME PROVISIONS

A. The term of this Agreement shall be three (3) years commencing on July 1, 2015 and continuing through June 30, 2018. Thereafter, the Agreement may be extended for two (2) additional one (1) year terms with the first extension term commencing on July 1, 2018 and concluding June 30, 2019; and the second

extension term commencing on July 1, 2019 and concluding June 30, 2020. In order to effectuate any extension term, the parties must agree in writing to the extension and the amount of compensation to be paid through the extended term by no later than April 1 of the existing term.

B. Notwithstanding the above, this Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

4. COMPENSATION

A. The CONTRACTOR shall be compensated for the performance of its Services in compliance with the fee schedule set out in Exhibit B.

B. The total compensation payable to the CONTRACTOR annually throughout the three (3) year initial term shall not exceed the following amounts:

For the City Hall building:

- i. For July 1, 2015-June 30, 2016 - EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$81,536.00);
- ii. For July 1, 2016-June 30, 2017 - EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND EIGHT CENTS (\$83,982.08);
- iii. For July 1, 2017-June 30, 2018 - EIGHTY-SIX THOUSAND FIVE HUNDRED ONE DOLLARS AND FIFTY-FOUR CENTS (\$86,501.54).

For the Norwalk Public Library buildings (including the Main Library and South Norwalk branch):

- i. For July 1, 2015-June 30, 2016 - SEVENTY-SIX THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$76,440.00);
- ii. For July 1, 2016-June 30, 2017 - SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$78,741.00);

iii. For July 1, 2017-June 30, 2018 - EIGHTY-ONE
THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS
(\$81,120.00).

D. Overtime for Services at the City Hall building for the initial term of July 1, 2015 through June 30, 2018 shall not exceed NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$19,360.00) per 12-month period.

E. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses incurred by the CONTRACTOR in performing the Services. No costs in excess of the stated annual amounts shall be paid or reimbursed by the CITY, except pursuant to specific, prior written authorization set out in a signed amendment to this Agreement.

F. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than monthly. Each requisition shall be in a form acceptable to the CITY and shall set forth the dates and hours of work performed at each location. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it may deem necessary.

G. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

H. The parties understand that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended three (3) year term. Notwithstanding any provisions herein to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the CITY, giving thirty (30) days written notice that the necessary funding has been denied.

5. INSURANCE AND INDEMNIFICATION

A. The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2)

years following the date on which the CITY indicates in writing that the CONTRACTOR's responsibilities hereunder have expired or terminated. Before commencing performance of its Services, the CONTRACTOR shall furnish to the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall state that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the CITY's Risk Manager. All policies provided or maintained in connection with this Agreement shall contain a waiver of subrogation.

B. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the Services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

In addition to CONTRACTOR's obligations to indemnify the CITY, the CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which actually or potentially falls within this indemnification provision, regardless of whether the allegations are groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the CITY by the CONTRACTOR and continues at all times thereafter.

6. CONFIDENTIAL INFORMATION

A. Each party hereby acknowledges that during the performance of this Agreement it may be exposed to confidential,

proprietary, and/or secured information belonging to the other party or relating to its operations, including but not limited to materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (1) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

B. Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other Party's Confidential Information to any person or entity, except to its own employees who have a "need to know" in order to perform the terms of the Agreement. Each party may disclose to other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

7. GENERAL PROVISIONS

A. The CITY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such Services shall have been discontinued shall be deemed added to the time for performance. Any discontinuance of Services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, Services shall be paid for such amount as shall compensate the CONTRACTOR for the portion of the Services satisfactorily performed prior to termination. Such

amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than sixty (60) days from the date such notice is given.

In any event of termination of this Agreement, all documents, records and reports prepared by the CONTRACTOR in connection with its performance hereunder, shall, at the option of the CITY, become the property of the CITY, which right and possession may be enforced by an injunction in a court of law. This obligation shall survive the termination or expiration of this Agreement.

C. It is the intent of this Agreement to secure the professional Services of qualified, experienced employees of the CONTRACTOR who shall perform the Services required hereunder to the CITY's reasonable satisfaction. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the Services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not transfer or assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the CITY.

E. When the CITY shall have reasonable grounds for believing that an event of default has occurred, which shall include any of the following:

(1) The CONTRACTOR will be unable to perform this Agreement fully in a professional and satisfactory manner within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its

agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

(3) A determination is made by a competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the

CONTRACTOR's management or any accounting for its operations from whatever source, is improper, inadequate or illegal;

(4) A decree or order by a court having proper jurisdiction is entered in the matter, declaring the CONTRACTOR a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONTRACTOR under the federal bankruptcy laws, or any other similar applicable federal or state law; a competent authority determines that the CONTRACTOR in default of any federal, state or local tax obligations; or

(5) The CONTRACTOR fails to comply with the recommendations of the CITY as to the conduct of its activities and programs and its provision of the Services hereunder.

Election of Remedies. If any Event of Default hereunder occurs or continues to occur, the CITY may elect to pursue any one or more of the following remedies, in any combination or sequence as it deems appropriate or necessary:

(i) withholding or reducing any payment obligations hereunder until the matter is resolved or default remedied to the CITY's reasonable satisfaction;

(ii) requiring the CONTRACTOR to correct or cure such default to the satisfaction of the CITY within a definite period of time;

(iii) termination of this Agreement for cause;

(iv) pursuing any other available legal or equitable remedy.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

H. Independent Contractor. The CONTRACTOR and its officers, employees, agents, independent contractors and/or approved subcontractors are independent contractors in relation to the CITY with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The CONTRACTOR shall remain responsible, and shall indemnify and hold harmless the CITY, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance truces, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Provider, its subcontractors and their respective employees. The CONTRACTOR represents that it retains wide discretion in the time, manner and details of performance, is not under the recipient's direct supervision or control, has the skills and tools to perform the work, holds itself out generally as an independent provider and has other substantial sources of income.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the State of Connecticut, Judicial District of Stamford/Norwalk.

J. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the Services performed under this Agreement, including all materials prepared or document or

information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed Services, documents, memoranda, or other materials and reports in the event that the Agreement is terminated or CONTRACTOR is unable or unwilling to complete them for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY: Alan Lo, Building and Facilities Manager
Office of Building Management
City Hall, P.O. Box 5125
Norwalk, CT 06856-5125

Sherelle Harris, Assistant Library Director
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

To the CONTRACTOR: Mr. John P. Byrne
Vice President & General Manager
Century Protective Services, Inc.
150 Grand Street, Suite 400
White Plains, New York 10601

R. The CONTRACTOR represents to the CITY as follows:

(i) That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently

contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) That the CONTRACTOR has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

(iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

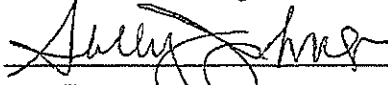
(iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK



By:


Harry W. Rilling
Its Mayor
Duly Authorized

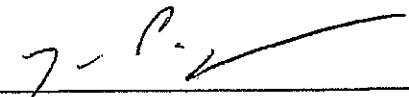
Date signed: 7/9/15

Witnesses' signatures:


Kiersten Hoyle

CENTURY PROTECTIVE SERVICES, INC.

By:

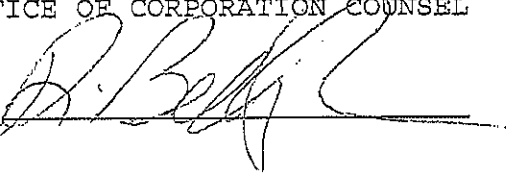

John P. Byrne
Its Vice President & General Manager
Duly Authorized

Date signed:

7-1-15

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:



APPROVED AS TO
AVAILABILITY OF FUNDS:

By:


Comptroller

Date:

7-8-15

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION.

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City.

All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



**Purchasing Department
Finance Group**

February 5, 2015

REQUEST FOR PROPOSAL - Security Guard Services Norwalk City Hall & Norwalk Public Library		
PROJECT NUMBER	3508	Document length - 38 pages
DUE DATE	2:00 PM	February 26, 2015

Dear Sir/Madam:

The City of Norwalk is soliciting proposals for Security Guard Services at Norwalk City Hall and Norwalk Public Library. The City invites qualified firms to respond to this RFP by submitting a proposal for Security Guard Services consistent with the goals and objectives set forth in this Request for Proposals.

Proposal Documents are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

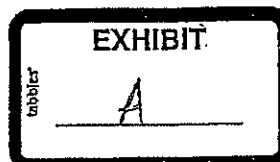
All questions must be directed in writing via e-mail to David Carroll, Purchasing Officer, dcarroll@norwalkct.org. The deadline for submission of questions is 12:00 p.m., February 17, 2015.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

David Carroll
Purchasing Officer
dcarroll@norwalkct.org



HWC
[Signature]

1.2 INVOICING

All invoices shall be in a format agreeable to the City of Norwalk (City). Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00 a.m. on Sunday and end the following Sunday at 12:00a.m.

1.3 AUDIT

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

1.4 STANDARDS

The following minimum standards shall apply to all guards assigned to City of Norwalk public facilities. Deviation from any of these standards will require written consent from the Contract Administrator or delegate of the City of Norwalk before the guard is assigned to any City of Norwalk public facilities. In fulfilling contract obligations under this clause, the Contractor shall comply fully with laws relating to the making of investigative reports and the disclosure of information contained therein.

- A. Be at least 21 years of age.
- B. Be a high school graduate or equivalent.
- C. No record of criminal convictions(s) other than minor traffic violations.

Note: Item C above is to be certified by a written statement for each guard that background investigations have been performed and, to the best of the Contractor's knowledge, he/she meets these standards. The certifications for each guard shall be provided to the Contract Administrator of the City of Norwalk before the assignment of the guard to the premises of the City of Norwalk.

Vendors shall submit, with their submission to the City, a copy of the resumes of any and all personnel that they intend to use to service the City's account.

At the City's request, the Contractor shall replace any guard performing services hereunder.

1.6 TRAINING

The Contractor shall train each guard in the following fields before he/she is assigned to the premises.

1. Legal restrictions on arrests, search and seizure, and emergency situations.
2. Control, detection and reporting of fires, the use of portable firefighting equipment, and the control of sprinkler systems.
3. Basic emergency medical training – CPR and use of automated external defibrillator (AED).
4. Procedure to notify police in the event of criminal activity. Notification of police should be accomplished through the Contract Administrator or delegate. If, in the guard's opinion, circumstances require immediate action, the police may be notified directly by the guard, the City's representative, or delegate notified immediately thereafter.
5. Personal appearance, conduct, and regulations in accordance with accepted industry standards, and any additional requirements required by the City of Norwalk.
6. Alarm activation, deactivation.
7. Flag etiquette: lowering of U.S. and State flags at sunset, properly fold and set in a designated area at the security console.

1.7 SUPERVISION

Unannounced inspections by the contractor's nonresident supervisor will be made of each post during each shift at least once every seven days. The supervisor shall note and sign the security guards daily report when inspections are made.

1.8 ARRESTS AND COMPLAINTS:

Guards shall make no arrests or detentions without the direct consent or written instruction of the Contract Administrator unless otherwise specified in written instructions furnished. Guards shall not sign a complaint on behalf of the City of Norwalk and any request to sign a complaint will be referred to the Contract Administrator or delegate.

1.13 ADJUSTMENT OF COMPENSATION

Upon the occurrence of any omissions of duties and responsibilities listed below (1.14), there shall be an equitable downward adjustment of Contractor charges to fairly reflect the reduced value of Contractor services. This adjustment shall be determined by mutual agreement of the parties. Pending agreement on the amount of such downward adjustment, we may deduct from Contractor billing the sum of one hundred dollars (\$100) for each occurrence per day per incident. If we fail to agree within two months after deduction, the amount actually deducted by the City shall be deemed acceptable to both parties. The City shall provide the Contractor with written notice of our intention to make such a deduction. This section shall apply to the following:

1.14 DUTIES AND RESPONSIBILITIES

Contractor Will:

- A. Provide the number of guards required for each post and each shift as specified.
- B. Train in advance, before assignment to the premises. A substitute guard force numbering at least one-half of the total guards required by the contract will be furnished without cost to the City.
- C. Assign trained substitute guards as replacements.
- D. Avoid allowing a guard to work in excess of 12 hours per 24 hour period or 60 hours per week without written waiver from the City's representative or delegate.
- E. Provide each guard with a minimum of 24 consecutive hours off each week.
- F. Maintain complete hours of all hours of each guard assigned to the premises engaged in work for which payment is computed on the basis of actual hours worked.
- G. Pay each guard the minimum amount specified.
- H. Produce documentation and reporting as specified in this agreement.
- I. Assign a properly dressed guard.
- J. Schedule a nonresident agency supervisor to appear for unannounced inspections during shifts agreed to and submittal of written report to Building Management
- K. Replace any guard within two (2) hour's request.
- L. Provide the training specified under the heading "Training" in this contract to guards before assignment to premises.
- M. Furnish all equipment and material necessary for the performance of services included in the contract.
- N. Provide all invoicing for normal and overtime hours; billed weekly and accompanied with a copy of the employee timesheet.

Nothing in this section shall be deemed to limit the City's rights or remedies in the event actual damage exceeds the amount withheld from billing. The City's failure at any time to require performance of the provisions of this section shall in no way affect the City's right to enforce it or subsequent occurrences. In addition to the above, the firm is required to meet all Quality Measurements and Targets.

1.17 CURRENT PAY RATES

During the current fiscal year, 07/01/2014 - 06/30/2015, the hourly billing rates charged to Norwalk City Hall and Norwalk Public Library are displayed in the table below.

07/01/14 – 06/30/15

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$20.09 per hr.	\$20.09 per hr	All weekday hours
Saturday/Sunday	\$ 30.13 per hr.	\$ 30.13 per hr.	All extra non-scheduled hours
Holidays	\$30.13 per hr.	\$30.13 per hr.	Six major holidays

1.18 GENERAL GUARD INSTRUCTIONS:

Security Guard supplier certifies to the City of Norwalk that all security guards assigned to City facilities have been instructed in the following:

- A. Presenting a restrained and courteous attitude.
- B. Methods for prevention of injuries to persons and property.
- C. Avoiding the use of force unless essential for self protection.
- D. Withdrawal when a situation is clearly beyond a guard's ability to handle safely.
- E. To cooperate with local law enforcement when required.
- F. Not to carry weapons.

Security guards shall conduct a minimum of one (1) walking tour throughout the site every hour at random intervals.

Security guards assigned to Norwalk City Hall and the Norwalk Public Libraries shall be expected to perform the tasks detailed in the categories listed below, as well as any other task which may become necessary for the protection of City of Norwalk assets and/or employees.

A. PREVENTION:

1. Check all doors to ensure that those required to be are closed and locked are secured.
2. Check that all entrances are locked at the designated time.
3. Close & lock all windows in areas which are not occupied.
4. Secure doors to unoccupied areas and turn off lights.
5. Observe building and grounds to prevent losses.
6. Check all floors inside building on random patrols.

G. INSPECTIONS:

1. Inspect all guard equipment for proper operation.
2. Insure all entrances are unobstructed.
3. Inspect lights and faucets on rounds and turn off as needed.
4. Any incident that occurs, such as those listed above, must be recorded on the daily incident report.

H. CLEANERS

1. The security guard will verify all starting and ending times. Any discrepancies will be noted in red in the sign in log and recorded on the daily incident report.
2. Ensure all night cleaning staff signs in and out of the sign in log.
3. No cleaner is permitted to sign in or out for another cleaner

1.19 QUALITY PERFORMANCE AND MEASUREMENT

The City of Norwalk Building Management Department will measure and rate the following standards/criteria on a quarterly basis for services provided by the awarded firm.

1. Post orders submitted on or before due date.
2. Completed site specific post orders no later than 60 calendar days from start of contract.
3. All fully trained backup personnel identified and submitted to management.
4. Punctuality in reporting to work.
5. Neatly dressed and presentable at all times while on duty.
6. Replacements are fully trained and require no coaching on site.
7. A minimum of one (1) walking inspection per shift.
8. Minimal personnel turnover during the quarter.
9. Alarm events due to security guard error are minimal.
10. All reports are detailed and accurate.
11. Supervisor meets with building manager as needed, minimum twice per quarter to review security operations.
12. Invoices are accurate and timely.

See Exhibit 1, located at the back of this document, for the quarterly performance measurement and rating sheet required to be submitted to the Property Manager.

1.20 TERM OF CONTRACT

It is the intention of the City of Norwalk to enter into an agreement for Security Guard Services at Norwalk City Hall and Norwalk Public Library for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. This new contract is intended to commence on July 1, 2015.

1.22 INSURANCE RIDER

- a. Contractors are requested to provide a copy of their current certificate of insurance with their proposal.
- b. The City of Norwalk and Guardian Engineering Services will require, at the time of award, that they be named as additional insured on the Commercial General Liability and Automobile Liability policy as defined below under A. Minimum Scope and Limit of Insurance, Additional Insured.
- c. Please list the name and address of your insurance agent as part of the returned proposal.
- d. Note: The term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance: With respect to all operations the Contractor performs the Contractor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability: With respect to all operations the Contractor performs the Contractor shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$ 2,000,000.

Automobile Liability: With respect to any owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable by the City's Risk Manager.

All insurance documents required should be mailed to The City of Norwalk,
Corporation Counsel, 125 East Avenue, Norwalk, Connecticut 06851-5125. .

Waiver of requirements: The Corporation Counsel may vary the requirements at
Corporation Counsel's sole discretion; if Corporation Counsel determines that the
City's interests will be adequately protected without meeting all stated requirements.

1. ENGAGEMENT OF CONTRACTOR

A. Based on the representations of the CONTRACTOR set out in its proposal submission dated _____, a copy of which is attached hereto and incorporated herein as Exhibit B, the CITY hereby retains the CONTRACTOR to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be Thomas Hamilton, Finance Director, or such other person as it shall designate in writing (the DIRECTOR).

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be _____.

2. SERVICES TO BE PERFORMED

A. The services to be performed by the CONTRACTOR under this Agreement are as described in the document entitled "Scope of Services," a copy of which is attached hereto as Exhibit A and incorporated herein. Such services may be amended or modified at the discretion of the CITY, as circumstances require. The CONTRACTOR shall perform these services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements in accordance with the direction of its Finance Director.

B. The CONTRACTOR shall provide written reports summarizing the services performed hereunder, and convey the same to the CITY, as may be requested by the DIRECTOR.

C. The parties understand and agree that the CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The CONTRACTOR shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as being employed by the CITY in any other capacity.

D. The CONTRACTOR's personnel and employees, involved directly in the performance of services hereunder, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be

to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its heirs or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its heirs or assigns have or may have against the CITY under the provisions of this Agreement.

4. TIME PROVISIONS

A. The CONTRACTOR shall perform the services set forth in this Agreement commencing effective July 1, 2015, and concluding June 30, 2020.

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

5. INSURANCE

A. The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this Agreement of the kinds and adequate amounts to secure all of the CONTRACTOR's obligations under this Agreement with an insurance company(ies) with an AM Best Rating of B+:VII or better licensed to write such insurance in Connecticut and acceptable to the Risk Manager of the CITY. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

Before commencing the work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance, and shall thereafter provide renewal Certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Such Certificate and renewal Certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior thereto and shall have attached a photocopy of the license(s) issued to the agent writing such insurance by the company or companies providing the insurance coverage under the Certificate. Such insurance shall not be written on a "claims made" basis, but shall be issued on a "per occurrence" basis only.

less than One Million Dollars (\$1,000,000.00).

The policy used shall name the CITY, its officers, agents, servants, and employees as additional insureds.

D. Comprehensive Automobile Liability and Property Damage Insurance. The CONTRACTOR shall carry Automobile Liability and Property Damage Insurance for any "auto" (Symbol 1 or equivalent) including but not limiting coverage to owned, nonowned and hired autos in the amount of One Million Dollars (\$1,000,000.00) each accident on a combined single limit of liability basis for Bodily Injury and Property Damage.

Or a limit of liability for Bodily Injury of One Million Dollars (\$1,000,000.00) per accident and a Property Damage limit of One Million Dollars (\$1,000,000.00) each accident.

The CITY, its officers, agents, servants, and employees shall be named as additional insureds, or the policy will have an Omnibus Clause that will insure the CITY, its officers, agents, servants, and employees for this Agreement.

E. Workers' Compensation. The CONTRACTOR shall also provide Workers' Compensation insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of One Hundred Thousand (\$100,000.00) each accident; bodily injury by disease each employee of One Hundred Thousand (\$100,000.00); and bodily injury by disease, policy limit of Five Hundred Thousand (\$500,000.00).

F. Other Data.

The CONTRACTOR shall obtain Certificates of Insurance before subconsultants and independent consultants are permitted to begin work.

The CONTRACTOR shall require that the CITY, its officers, agents, servants and employees be named as additional insureds on all subconsultant's and independent consultant's insurances, excluding Workers' Compensation and Professional Liability.

The CONTRACTOR and all subconsultants and independent consultants and their insurers shall waive all rights of subrogation against the CITY, its officers, agents, servants, and employees for losses arising from work performed by each on this Agreement.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

C. It is the intent of this Agreement to secure the professional services of qualified, experienced employees of the CONTRACTOR who shall perform the services required hereunder to the CITY's reasonable satisfaction. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the services to be performed hereunder without prior consent of the CITY in writing.

E. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against

employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the services performed under this Agreement, including all materials prepared or compiled hereunder and all documents, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed work, documents, memoranda, or other materials and records in the event that the Agreement is terminated before completion of its term for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City:	Thomas Hamilton, Finance Director City Hall, P. O. Box Norwalk, Connecticut 06852-6001
--------------	--

With a copy to:	Office of Corporation Counsel City Hall, P.O. Box 798
-----------------	--

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Witness

Witness

By: _____
Its _____
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____
Comptroller

Date: _____

END OF SECTION

2.1 FORM OF PROPOSALS:

All proposals must include the following:

- A. A resume of company accomplishments and abilities in the various fields involved in this project.
- B. An outline of services to be rendered including delegation of responsibilities of key personnel.
- C. Names of key personnel assigned for term of contract; a description (resume) of applicable background of these personnel.
- D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.
- E. Attach a list of comparable projects you have completed within the past four years giving the following information for each.

You may include any additional information which demonstrates your qualification for this work.

Proposals are to be submitted: One (1) original plus (seven (7) copies) to
Norwalk City Hall
Purchasing Department, Room 103
P.O. Box 5125
125 East Avenue
Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM #3508

Vendor Name -

2. Norwalk Public Library

(Pricing to be based on a combined 119 hours per week.)

A	PROPOSED FEE: 07/1/15 – 06/30/16	\$
	Lump Sum in Writing	.
B	PROPOSED FEE: 07/01/16-06/30/17	\$
	Lump Sum in Writing	.
C	PROPOSED FEE: 07/01/17-06/30/18	\$
	Lump Sum in Writing	.
D	PROPOSED FEE: 07/01/18-06/30/19	\$
	Lump Sum in Writing	.
E	PROPOSED FEE: 07/01/19-06/30/20	\$
	Lump Sum in Writing	.

3. Indicate Hourly Labor Rates for Security Guard Services

A. 07/01/15– 06/30/16

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

B. 07/01/16 – 06/30/17

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

2. Number of personnel employed Part-time - _____, Full-time _____,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	.	general partnership
	.	limited partnership
	.	limited liability corporation
	.	limited liability partnership,
	.	corporation doing business under a trade name
	.	individual doing business under a trade name
	.	other (specify)

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

SECTION 4 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 06/26/2014 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org.

Document number 1019

<http://www.norwalkct.org/documentcenter/view/862>

NOTE: The awarded contractor must comply with the City of Norwalk's Living Wage Ordinance.

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page. The document number to request will be the same as the project number indicated above.

Project #	Addendum #	# of pages	Original Issue Date
3508	1	4	February 5, 2015

Date	February 20, 2015		
Project Number	3508	.	
Addenda Number	1		
Deadline	02:00PM	February 26, 2015	
Project Title	Security Guard Services Norwalk City Hall & Norwalk Public Library		

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

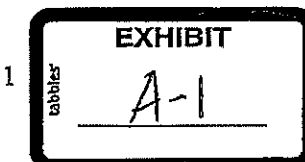
Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

RESPONSES TO QUESTIONS:

1. Question: Will an adjustment be allowed for any changes in the City of Norwalk's Living Wage during the length of the contract?

Response: It may be that changes in the City of Norwalk's Living Wage may occur during the length of the contract.

The City of Norwalk's Living Wage is derived from U.S Congress' Poverty guidelines. The rate of increase for the Federal Register poverty threshold for a family of four over a number of years is reviewed and an average rate of increase is determined. This average increase is used as the rate of increase going forward. The poverty thresholds are based on the average Consumer Price Index for the prior year.



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OW

2. Question: Is there a current collective bargaining agreement with the locations listed?

Response: No collective bargaining agreement is in place at the locations.

3. Question: Who is the current provider?

Response: The current provider is SecurAmerica.

4. Question: Is there a current tour system in place for the recording of the hourly tours, if so, is it the property of the City, and if not, is one required.

Response: Yes, currently, a tour system is in place for the recording of the hourly tours at the Norwalk Libraries.

The reports are property of the City; and, yes, a tour system is required.

5. Question: Section 1.21, Criteria for Award, please define reimbursable expenses, and is there a value applied to each determining factor of award, if so, what are they?

Response: Reimbursable expenses would be defined by the contractor within the proposal along with its fees.

Criteria have not been assigned values as other criteria may be considered in the evaluation process.

6. Question: Section 1.17, please clarify if these are current Bill or Pay rates.

Response: Hourly billing rates charged to Norwalk City Hall and Norwalk Public Library during the current fiscal year, 07/01/2014 - 06/30/2015.

7. Question: What are the living current wage rates of the security guards assigned to the City of Norwalk?

Response: See SECTION 4 – LIVING WAGE ORDINANCE.

The living wage is currently calculated to be \$13.19 per hour for employees that are provided comprehensive health care benefits, or \$16.93 per hour for employees that are not provided comprehensive health care benefits.

8. Question: Can you clarify the Living Wage requirement as it relates to your current arrangement? Wages and Benefits?

Response: Comprehensive health care benefits for security guards are provided by the Security firm. Living Wage rates would vary depending on the inclusion of the health care benefits.

9. Question: Is it the City's desire to retain incumbent personnel? If so, is it the City's desire to maintain and fund seniority, PTO- Paid time off (vacation, sick, personal days, holidays, etc.) for incumbent personnel?

Response: The Norwalk Public Library would like the option of retaining its current security guard(s). Therefore, the City of Norwalk strongly encourages firms to interview the existing personnel for all positions to be provided to the City of Norwalk.

10. Question: How long has your incumbent provider been with the City of Norwalk?

Response: SecurAmerica's contract with the City began July 1, 2010.

11. Question: What type of equipment is the contractor required to furnish?

Response: The City of Norwalk expects the Security firm to decide and provide any necessary equipment to successfully perform the security services. That question should be answered/provided within your proposal.

12. Question: Are the security guards assigned to the City of Norwalk members of a union or part of a collective bargaining agreement?

Response: No, the officers are not members of a union or collective bargaining agreement.

13. Question: Is there a schedule for living wage increases? Is there a mechanism for wage increases due to the living wage ordinance?

Response: See Question /Response Numbers 1 and 7.

14. Question: If the guard service company is in compliance with the Affordable Health Care Act, are we covered regarding the comprehensive health care benefits requirement and the living wage?

Response: The awarded Security Guard Service firm must be in compliance with the City of Norwalk's LIVING WAGE ORDINANCE. See SECTION 4, Page 37 of the RFP document.

15. Question: It seems as though the City of Norwalk may choose to keep many/all the guards they have in place. Would the City still require the submission of resumes for guards currently servicing the account? How would we be able to contact the current staff?

Response: Submit resumes of the guards/ employees that your firm would consider utilizing at City of Norwalk sites.

Once a firm is selected for an award, the City of Norwalk will work with the awarded firm to contact the guards currently posted at City sites for interviews and resumes.

16. Question: Can my security guard company bill the City of Norwalk at a level above the cost of living wages required by the City of Norwalk?

Response: Yes, the awarded security guard service firm can bill the City at a rate above the minimum rates required by the City of Norwalk's LIVING WAGE ORDINANCE.

END OF ADDENDUM #1

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.	
Address - 150 GRAND ST, SUITE 400, WHITE PLAINS, NY 10601	
Phone - 914-368-2404	Fax - 914-683-5608
Email - JBYRNE@CENTURYPROTECTIVE.COM	
Manager - JOHN P. BYRNE	Fed ID# 13-4059067

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

Pricing at both locations are based on 52 week year.

PROPOSAL PRICING

L. Norwalk City Hall

(Pricing to be based on 40 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 40,768.00	
	Lump Sum in Writing	Forty Thousand Seven Hundred Sixty Eight DOLLARS	20/100
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 41,991.04	
	Lump Sum in Writing	Forty one Thousand Nine Hundred Ninety one DOLLARS	04/100
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 43,250.77	
	Lump Sum in Writing	Forty three Thousand Two Hundred Fifty DOLLARS	77/100
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 44,548.29	
	Lump Sum in Writing	Forty four Thousand Five Hundred Forty Eight DOLLARS	29/100
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 45,884.94	
	Lump Sum in Writing	Forty five Thousand Eight Hundred Eighty Four DOLLARS	94/100



Handwritten signature and initials.

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

2. Norwalk Public Library

(Pricing to be based on a combined 119 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 121,284.80	
	Lump Sum in Writing	ONE HUNDRED TWENTY ONE THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS	80/100
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 124,923.34	
	Lump Sum in Writing	ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED TWENTY THREE DOLLARS	34/100
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 128,671.04	
	Lump Sum in Writing	ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS	04/100
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 132,531.17	
	Lump Sum in Writing	ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS	17/100
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 136,507.10	
	Lump Sum in Writing	ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SEVEN DOLLARS	10/100

3. Indicate Hourly Labor Rates for Security Guard Services

A. 07/01/15 - 06/30/16

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Saturday/Sunday	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Company Holidays	\$ 29.40 hr.	\$ 29.40 hr.	HOLIDAYS

B. 07/01/16 - 06/30/17

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Saturday/Sunday	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Company Holidays	\$ 30.29 hr.	\$ 30.29 hr.	HOLIDAYS

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

C. 07/01/17 - 06/30/18

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$20.80 hr.	\$20.80 hr.	ALL
Saturday/Sunday	\$20.80 hr.	\$20.80 hr.	ALL
Company Holidays	\$31.20 hr.	\$31.20 hr.	HOLIDAYS

D. 07/01/18 - 06/30/19

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$21.42 hr.	\$21.42 hr.	ALL
Saturday/Sunday	\$21.42 hr.	\$21.42 hr.	ALL
Holidays	\$32.13 hr.	\$32.13 hr.	HOLIDAYS

E. 07/01/19 - 06/30/20

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$22.06 hr.	\$22.06 hr.	ALL
Saturday/Sunday	\$22.06 hr.	\$22.06 hr.	ALL
Holidays	\$33.09 hr.	\$33.09 hr.	HOLIDAYS

Submitted by - JOHN P. BYRNE, VP + General Mgr. 2-26-15
 Authorized Agent of Company (name and title) Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

Full

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 16

2. Number of personnel employed Part-time - 84, Full-time 125 = 209

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
CITY OF STAMFORD	4/2014	KEVIN MURRAY	203-999-4600
CITY OF WEST HAVEN	10/2011	JOE FALZONE	203-937-4347
WESTCHESTER CO. DEPT. PUB. SAFETY	10/2012	LANE ALEXANDER	914-231-4229
AMISLEY SCHOOLS	9/2013	JOE URBANOWSKI	914-693-6306
NORTH SALEM SCHOOLS	9/2014	GARY GREENE	914-669-5414
CBRE - GREENWICH	10/2012	LISA WINKLER	203-552-4107

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)

☐	general partnership
☐	limited partnership
☐	limited liability corporation
☐	limited liability partnership,
☐	corporation doing business under a trade name
☐	individual doing business under a trade name
☒	other (specify) <u>S-CORPORATION</u>

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
			✓	

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	N/A			
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it from Adobe.

Document Number 1002 <http://www.norwalkct.org/documentcenter/view/368>

SECTION 4 - LIVING WAGE ORDINANCE

GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 06/26/2014 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org.

Document number 1019 <http://www.norwalkct.org/documentcenter/view/862>

NOTE: The awarded contractor must comply with the City of Norwalk's Living Wage Ordinance.

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page. The document number to request will be the same as the project number indicated above.

Project #	Addendum #	# of pages	Original Issue Date
3508	1	4	February 5, 2015

Date	February 20, 2015	
Project Number	3508	
Addenda Number	1	
Deadline	02:00PM	February 26, 2015
Project Title	Security Guard Services Norwalk City Hall & Norwalk Public Library	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

RESPONSES TO QUESTIONS:

1. Question: Will an adjustment be allowed for any changes in the City of Norwalk's Living Wage during the length of the contract?

Response: It may be that changes in the City of Norwalk's Living Wage may occur during the length of the contract.

The City of Norwalk's Living Wage is derived from U.S Congress' Poverty guidelines. The rate of increase for the Federal Register poverty threshold for a family of four over a number of years is reviewed and an average rate of increase is determined. This average increase is used as the rate of increase going forward. The poverty thresholds are based on the average Consumer Price Index for the prior year.

2. Question: Is there a current collective bargaining agreement with the locations listed?

Response: No collective bargaining agreement is in place at the locations.

3. Question: Who is the current provider?

Response: The current provider is SecurAmerica.

4. Question: Is there a current tour system in place for the recording of the hourly tours, if so, is it the property of the City, and if not, is one required.

Response: Yes, currently, a tour system is in place for the recording of the hourly tours at the Norwalk Libraries.

The reports are property of the City; and, yes, a tour system is required.

5. Question: Section 1.21, Criteria for Award, please define reimbursable expenses, and is there a value applied to each determining factor of award, if so, what are they?

Response: Reimbursable expenses would be defined by the contractor within the proposal along with its fees.

Criteria have not been assigned values as other criteria may be considered in the evaluation process.

6. Question: Section 1.17, please clarify if these are current Bill or Pay rates.

Response: Hourly billing rates charged to Norwalk City Hall and Norwalk Public Library during the current fiscal year, 07/01/2014 - 06/30/2015.

7. Question: What are the living current wage rates of the security guards assigned to the City of Norwalk?

Response: See SECTION 4 - LIVING WAGE ORDINANCE.

The living wage is currently calculated to be \$13.19 per hour for employees that are provided comprehensive health care benefits, or \$16.93 per hour for employees that are not provided comprehensive health care benefits.

8. Question: Can you clarify the Living Wage requirement as it relates to your current arrangement? Wages and Benefits?

Response: Comprehensive health care benefits for security guards are provided by the Security firm. Living Wage rates would vary depending on the inclusion of the health care benefits.

9. Question: Is it the City's desire to retain incumbent personnel? If so, is it the City's desire to maintain and fund seniority, PTO- Paid time off (vacation, sick, personal days, holidays, etc.) for incumbent personnel?

Response: The Norwalk Public Library would like the option of retaining its current security guard(s). Therefore, the City of Norwalk strongly encourages firms to interview the existing personnel for all positions to be provided to the City of Norwalk.

10. Question: How long has your incumbent provider been with the City of Norwalk?

Response: SecurAmerica's contract with the City began July 1, 2010.

11. Question: What type of equipment is the contractor required to furnish?

Response: The City of Norwalk expects the Security firm to decide and provide any necessary equipment to successfully perform the security services. That question should be answered/provided within your proposal.

12. Question: Are the security guards assigned to the City of Norwalk members of a union or part of a collective bargaining agreement?

Response: No, the officers are not members of a union or collective bargaining agreement.

13. Question: Is there a schedule for living wage increases? Is there a mechanism for wage increases due to the living wage ordinance?

Response: See Question /Response Numbers 1 and 7.

14. Question: If the guard service company is in compliance with the Affordable Health Care Act, are we covered regarding the comprehensive health care benefits requirement and the living wage?

Response: The awarded Security Guard Service firm must be in compliance with the City of Norwalk's LIVING WAGE ORDINANCE. See SECTION 4, Page 37 of the RFP document.

15. Question: It seems as though the City of Norwalk may choose to keep many/all the guards they have in place. Would the City still require the submission of resumes for guards currently servicing the account? How would we be able to contact the current staff?

Response: Submit resumes of the guards/ employees that your firm would consider utilizing at City of Norwalk sites.

Once a firm is selected for an award, the City of Norwalk will work with the awarded firm to contact the guards currently posted at City sites for interviews and resumes.

16. Question: Can my security guard company bill the City of Norwalk at a level above the cost of living wages required by the City of Norwalk?

Response: Yes, the awarded security guard service firm can bill the City at a rate above the minimum rates required by the City of Norwalk's LIVING WAGE ORDINANCE.

END OF ADDENDUM #1

**CITY OF NORWALK
LIVING WAGE CERTIFICATION FORM**

The City of Norwalk has determined that this contract may be subject to the provisions of the Norwalk's Living Wage Ordinance, Code of the City of Norwalk, Chapter 62, Sections 62-1 through 62-12.

Bidders are required to indicate whether they are a Covered Employer as defined by the Norwalk Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below. **FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.**

☒ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

☐ I/We are not a Covered Employer and therefore not subject to Norwalk's Living Wage Ordinance for the reason indicated below:

☐ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

☐ Bidder employs less than twenty five (25) employees including full time, part time and seasonal employees.

☐ Annual contract value is less than \$25,000.00 or more than \$100,000.00.

☐ The procurement does not meet the definition of a service contract for purposes of this Living Wage, hence it is exempt.

I, John P. Byrne, CPP of Century Protective Services, Inc. do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for Project # 3508 - Security Guard Service
Bid Name or RFP Name

Signed by:

[Signature] Dated: 2-23-15

TO BE RETURNED WITH BID OR RFP SUBMISSION.

EXHIBIT 1

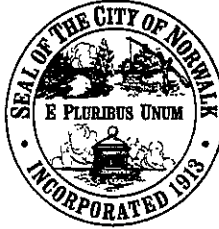
QUARTERLY QUALITY PERFORMANCE MEASUREMENT AND RATING	Conforms		Comments
	YES	NO	
Measurements	✓		
Security Guard Punctuality	✓		
Professional Appearance & Conduct	✓		
Building Secured Properly	✓		
Security Guards - Reporting Completed & Submitted on Schedule	✓		
Report Writing - Detailed and Accurate	✓		
Supervisors Weekly Inspections	✓		
Supervisors Weekly Reporting	✓		
Replacement and backup Guards(s) fully trained, and identified to City of Norwalk representatives	✓		
Invoices accurately prepared and submitted weekly with required backup documentation	✓		
Personnel Turnover for Quarter	✓		
Site specific post orders submitted 30 calendar days prior to start of contract for review and comment	✓		
Final site specific post orders completed and submitted by start-up date	✓		

Handwritten signature and initials, possibly reading "Hend" or similar, located in the bottom right corner of the page.

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125



TEL: (203) 854-7750

FAX: (203) 854-7901

July 10, 2015

John P. Byrne, Vice President & General Manager
Century Protective Services, Inc.
150 Grand Street, Suite 400
White Plains, New York 10601

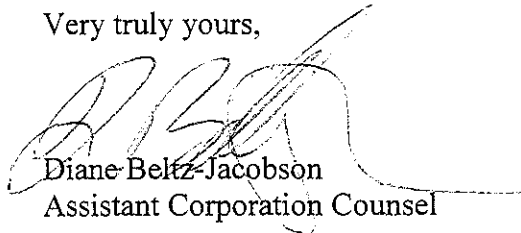
Re: **Contract between the City of Norwalk and Century Protective Services, Inc.**
-- Project No. 3508 - Security Guard Servicews
- Norwalk City Hall and Norwalk Public Library

Dear Mr. Byrne:

I have enclosed a fully executed copy of the document referenced above, dated July 9, 2015.

Thank you for your cooperation in finalizing this matter. If you have any questions or concerns, please feel free to contact me.

Very truly yours,



Diane Beltz-Jacobson
Assistant Corporation Counsel

/ia
Enclosures

c: Alan Lo, Building and Facilities Manager
Frederic J. Gilden, Comptroller
Sherelle Harris, Assistant Library Director

File No. 50470-0059

Hans Jean,
Complainant

v.

Century Protective Services, Inc.,
Respondent

: City of Norwalk

:

:

:

:

:

:

:

:

September 8, 2020

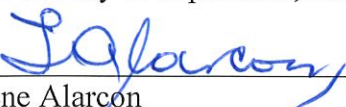
AFFIDAVIT OF IRENE ALARCON

The undersigned being duly sworn depose and state as follows:

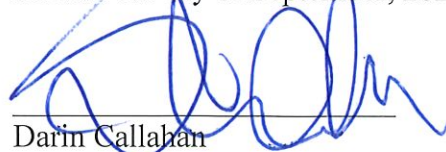
1. I am over the age of eighteen years and believe in the obligation and sanctity of an oath.
2. I have been the transactional paralegal in the City's Law Department for the past 16 years.
3. The information contained herein is true and accurate to the best of my knowledge, belief and recollection.
4. Attached hereto as **Exhibit A** is a true and accurate copy of the signed contract between the City of Norwalk and Century Protective Services, Inc. for Project No. 3508 – Security Guard Services at Norwalk City Hall and Norwalk Public Libraries dated July 9, 2015.

CERTIFICATION

Dated in Norwalk, Connecticut
this 8th day of September, 2020


Irene Alarcon

Subscribed and Sworn to before
me this 8th day of September, 2020


Darin Callahan
Commissioner of the Superior Court

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
CENTURY PROTECTIVE SERVICES, INC.
FOR PROJECT No. 3508 - SECURITY GUARD SERVICES
AT NORWALK CITY HALL AND NORWALK PUBLIC LIBRARIES

THIS AGREEMENT made and entered into this 9th day of July, 2015, by and between the CITY OF NORWALK, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by Harry W. Rilling, its Mayor, and CENTURY PROTECTIVE SERVICES, INC., a New York corporation authorized and licensed to do business in the State of Connecticut, having a principal place of business at 150 Grand Street, Suite 400, White Plains, New York 10601, acting herein by John P. Byrne, its Vice President & General Manager, duly authorized (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of security guard services for Norwalk City Hall and the Norwalk Public Library sites (the Services); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the required security Services in a professional manner in accordance with the CITY's requirements;

WHEREAS, CONTRACTOR has agreed to perform the Services for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. The CITY hereby retains the CONTRACTOR to perform the Services in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The persons in charge of overseeing the CONTRACTOR's performance of this Agreement as representatives of the CITY shall be as follows:

1. For City Hall - Alan Lo, Building and Facilities Manager for the City of Norwalk; and
2. For the Norwalk Public Library sites - Sherelle Harris, Assistant Library Director;

Other persons may be designated in writing to represent the CITY or replace any one named above.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be John P. Byrne, its Vice President & General Manager.

2. SERVICES TO BE PERFORMED

A. The Services to be performed by the CONTRACTOR under this Agreement are described in the CITY's Request for Proposals, dated February 5, 2015, attached hereto and incorporated herein as **Exhibit A**, and as further explained in Addendum numbered 1, dated February 20, 2015. The addendum is attached hereto and incorporated herein as **Exhibit A-1**. The Services may be amended or modified at the discretion of the CITY acting by the DIRECTOR. The CONTRACTOR shall perform the Services set forth in this Agreement in accordance with generally prevailing standards of professionalism and due care, and in compliance with the directions of the CITY's representatives named above.

B. The CONTRACTOR's personnel, employees and representatives, involved directly in the performance of the Services, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be appropriate; and with other entities as directed by the CITY, with regard to the Services performed hereunder.

C. The CITY may, from time to time, request changes in the scope of the CONTRACTOR's Services to be performed hereunder. Such changes, including any corresponding increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. TIME PROVISIONS

A. The term of this Agreement shall be three (3) years commencing on July 1, 2015 and continuing through June 30, 2018. Thereafter, the Agreement may be extended for two (2) additional one (1) year terms with the first extension term commencing on July 1, 2018 and concluding June 30, 2019; and the second

extension term commencing on July 1, 2019 and concluding June 30, 2020. In order to effectuate any extension term, the parties must agree in writing to the extension and the amount of compensation to be paid through the extended term by no later than April 1 of the existing term.

B. Notwithstanding the above, this Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

4. COMPENSATION

A. The CONTRACTOR shall be compensated for the performance of its Services in compliance with the fee schedule set out in Exhibit B.

B. The total compensation payable to the CONTRACTOR annually throughout the three (3) year initial term shall not exceed the following amounts:

For the City Hall building:

- i. For July 1, 2015-June 30, 2016 - EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$81,536.00);
- ii. For July 1, 2016-June 30, 2017 - EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND EIGHT CENTS (\$83,982.08);
- iii. For July 1, 2017-June 30, 2018 - EIGHTY-SIX THOUSAND FIVE HUNDRED ONE DOLLARS AND FIFTY-FOUR CENTS (\$86,501.54).

For the Norwalk Public Library buildings (including the Main Library and South Norwalk branch):

- i. For July 1, 2015-June 30, 2016 - SEVENTY-SIX THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$76,440.00);
- ii. For July 1, 2016-June 30, 2017 - SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$78,741.00);

iii. For July 1, 2017-June 30, 2018 - **EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$81,120.00)**.

D. Overtime for Services at the City Hall building for the initial term of July 1, 2015 through June 30, 2018 shall not exceed **NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$19,360.00)** per 12-month period.

E. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses incurred by the CONTRACTOR in performing the Services. No costs in excess of the stated annual amounts shall be paid or reimbursed by the CITY, except pursuant to specific, prior written authorization set out in a signed amendment to this Agreement.

F. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than monthly. Each requisition shall be in a form acceptable to the CITY and shall set forth the dates and hours of work performed at each location. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it may deem necessary.

G. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

H. The parties understand that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended three (3) year term. Notwithstanding any provisions herein to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the CITY, giving thirty (30) days written notice that the necessary funding has been denied.

5. INSURANCE AND INDEMNIFICATION

A. The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2)

years following the date on which the CITY indicates in writing that the CONTRACTOR's responsibilities hereunder have expired or terminated. Before commencing performance of its Services, the CONTRACTOR shall furnish to the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall state that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the CITY's Risk Manager. All policies provided or maintained in connection with this Agreement shall contain a waiver of subrogation.

B. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the Services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

In addition to CONTRACTOR's obligations to indemnify the CITY, the CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which actually or potentially falls within this indemnification provision, regardless of whether the allegations are groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the CITY by the CONTRACTOR and continues at all times thereafter.

6. CONFIDENTIAL INFORMATION

A. Each party hereby acknowledges that during the performance of this Agreement it may be exposed to confidential,

proprietary, and/or secured information belonging to the other party or relating to its operations, including but not limited to materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (1) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

B. Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other Party's Confidential Information to any person or entity, except to its own employees who have a "need to know" in order to perform the terms of the Agreement. Each party may disclose to other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

7. GENERAL PROVISIONS

A. The CITY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such Services shall have been discontinued shall be deemed added to the time for performance. Any discontinuance of Services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, Services shall be paid for such amount as shall compensate the CONTRACTOR for the portion of the Services satisfactorily performed prior to termination. Such

amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than sixty (60) days from the date such notice is given.

In any event of termination of this Agreement, all documents, records and reports prepared by the CONTRACTOR in connection with its performance hereunder, shall, at the option of the CITY, become the property of the CITY, which right and possession may be enforced by an injunction in a court of law. This obligation shall survive the termination or expiration of this Agreement.

C. It is the intent of this Agreement to secure the professional Services of qualified, experienced employees of the CONTRACTOR who shall perform the Services required hereunder to the CITY's reasonable satisfaction. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the Services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not transfer or assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the CITY.

E. When the CITY shall have reasonable grounds for believing that an event of default has occurred, which shall include any of the following:

(1) The CONTRACTOR will be unable to perform this Agreement fully in a professional and satisfactory manner within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its

agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

(3) A determination is made by a competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the

CONTRACTOR's management or any accounting for its operations from whatever source, is improper, inadequate or illegal;

(4) A decree or order by a court having proper jurisdiction is entered in the matter, declaring the CONTRACTOR a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONTRACTOR under the federal bankruptcy laws, or any other similar applicable federal or state law; a competent authority determines that the CONTRACTOR in default of any federal, state or local tax obligations; or

(5) The CONTRACTOR fails to comply with the recommendations of the CITY as to the conduct of its activities and programs and its provision of the Services hereunder.

Election of Remedies. If any Event of Default hereunder occurs or continues to occur, the CITY may elect to pursue any one or more of the following remedies, in any combination or sequence as it deems appropriate or necessary:

(i) withholding or reducing any payment obligations hereunder until the matter is resolved or default remedied to the CITY's reasonable satisfaction;

(ii) requiring the CONTRACTOR to correct or cure such default to the satisfaction of the CITY within a definite period of time;

(iii) termination of this Agreement for cause;

(iv) pursuing any other available legal or equitable remedy.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

H. Independent Contractor. The CONTRACTOR and its officers, employees, agents, independent contractors and/or approved subcontractors are independent contractors in relation to the CITY with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The CONTRACTOR shall remain responsible, and shall indemnify and hold harmless the CITY, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance truces, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Provider, its subcontractors and their respective employees. The CONTRACTOR represents that it retains wide discretion in the time, manner and details of performance, is not under the recipient's direct supervision or control, has the skills and tools to perform the work, holds itself out generally as an independent provider and has other substantial sources of income.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the State of Connecticut, Judicial District of Stamford/Norwalk.

J. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the Services performed under this Agreement, including all materials prepared or document or

information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed Services, documents, memoranda, or other materials and reports in the event that the Agreement is terminated or CONTRACTOR is unable or unwilling to complete them for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY: Alan Lo, Building and Facilities Manager
Office of Building Management
City Hall, P.O. Box 5125
Norwalk, CT 06856-5125

Sherelle Harris, Assistant Library Director
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

To the CONTRACTOR: Mr. John P. Byrne
Vice President & General Manager
Century Protective Services, Inc.
150 Grand Street, Suite 400
White Plains, New York 10601

R. The CONTRACTOR represents to the CITY as follows:

(i) That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently

contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) That the CONTRACTOR has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

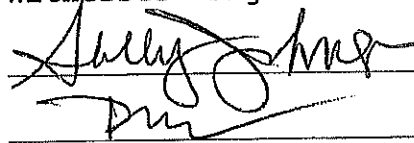
(iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

(iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:



CITY OF NORWALK

By: 
Harry W. Rilling
Its Mayor
Duly Authorized

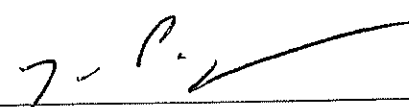
Date signed: 7/9/15

Witnesses' signatures:


Kirsten Hogle

CENTURY PROTECTIVE SERVICES, INC.

By:

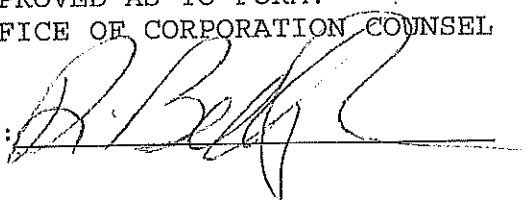

John P. Byrne
Its Vice President & General Manager
Duly Authorized

Date signed:

7-1-15

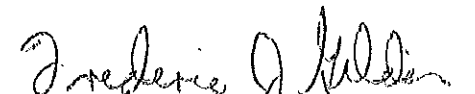
APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:



APPROVED AS TO
AVAILABILITY OF FUNDS:

By:


Comptroller

Date:

7-8-15

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION.

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City.

All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



**Purchasing Department
Finance Group**

February 5, 2015

REQUEST FOR PROPOSAL - Security Guard Services Norwalk City Hall & Norwalk Public Library		
PROJECT NUMBER	3508	Document length - 38 pages
DUE DATE	2:00 PM	February 26, 2015

Dear Sir/Madam:

The City of Norwalk is soliciting proposals for Security Guard Services at Norwalk City Hall and Norwalk Public Library. The City invites qualified firms to respond to this RFP by submitting a proposal for Security Guard Services consistent with the goals and objectives set forth in this Request for Proposals.

Proposal Documents are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

All questions must be directed in writing via e-mail to David Carroll, Purchasing Officer, dcarroll@norwalkct.org. The deadline for submission of questions is 12:00 p.m., February 17, 2015.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

David Carroll
Purchasing Officer
dcarroll@norwalkct.org



HWC

SECTION 1 – SCOPE OF WORK

1.1 GENERAL

The City of Norwalk is soliciting Requests for Proposals (RFP) from qualified and certified security guard companies for Security Guard Services at Norwalk City Hall and Norwalk Public Library sites.

Security Guards shall be responsible for all phases of building protection, including but not limited to: guarding the premises against theft, fire, pilferage, malicious injury, damage, and destruction. Permit only authorized persons to enter the premises, report violations of fire and safety regulations; make tours of premises, and control traffic in parking lots when required, and inspections of classified areas and/or containers.

The days and hours of the week that security guards are to be provided are as indicated within this Scope of Work. Security logs will be prepared and maintained by the Contractor. These logs will be available to the Contract Administrator at all times and will be property of the City of Norwalk. All City of Norwalk manuals and instructions provided to the Contractor must be returned to the Contract Administrator or delegate upon the termination of the contract or upon request. The Contract Administrator or delegate may make changes in any of these instructions at any time, except that a 24-hour notice shall be provided to the Contractor regarding changes in days and hours of the week that guards are to be provided, and the number of guards required. If necessary, the awarded contractor shall provide double the number of guards typically required under this contract at no increase in rate upon such 24 hour notice. A substitute guard force numbering at least one-half the total guards required by this contract shall be trained in advance at no expense to the City and assigned when replacements are required.

All persons performing work hereunder shall at all times be recognized as Contractor employees and under Contractor control and supervision. Contractor employees shall, in the performance of services hereunder, comply with the written or verbal instructions received solely from the Contract Administrator or delegate.

All guards shall sign in and sign out in the guard log which will be located as specified in written instructions issued pursuant to the second paragraph of these general conditions.

At the conclusion of each tour of duty, guards shall submit a written, daily incident report to the Contract Administrator or delegate. The daily incident report shall detail all unusual or hazardous conditions encountered during the work shift. If no events occur during the shift, the report shall indicate so.

Personnel performing guard duties must be alert at all times. The Contractor agrees not to assign any person to perform guard services hereunder who will have worked in any capacity in excess of 12 hours per 24 hour period or 60 hours per week. Under extraordinary circumstances, these requirements may be waived by the Contract Administrator or delegate. Request for such waiver must be submitted in writing to the Contract Administrator or delegate.

1.2 INVOICING

All invoices shall be in a format agreeable to the City of Norwalk (City). Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00 a.m. on Sunday and end the following Sunday at 12:00a.m.

1.3 AUDIT

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

1.4 STANDARDS

The following minimum standards shall apply to all guards assigned to City of Norwalk public facilities. Deviation from any of these standards will require written consent from the Contract Administrator or delegate of the City of Norwalk before the guard is assigned to any City of Norwalk public facilities. In fulfilling contract obligations under this clause, the Contractor shall comply fully with laws relating to the making of investigative reports and the disclosure of information contained therein.

- A. Be at least 21 years of age.
- B. Be a high school graduate or equivalent.
- C. No record of criminal convictions(s) other than minor traffic violations.

Note: Item C above is to be certified by a written statement for each guard that background investigations have been performed and, to the best of the Contractor's knowledge, he/she meets these standards. The certifications for each guard shall be provided to the Contract Administrator of the City of Norwalk before the assignment of the guard to the premises of the City of Norwalk.

D. Be physically and mentally capable of performing the routine daily tasks of this position without hazard to him/her or others. Contractor agrees that each guard assigned to perform under this contract is in good medical condition and does not suffer any imparities which would interfere with his or her being able to perform assigned duties and responsibilities. Assigned guards must be physically capable of lifting 50 lbs. of equipment or material. Further, if the contractor becomes aware of any medical condition which would limit the ability of a guard to perform the duties and responsibilities agreed upon, the contractor will immediately notify the City of Norwalk of the changed condition.

E. The contractor shall provide uniformed, unarmed security services in performance of this contract. Possession of firearms or illegal weapons anywhere on City of Norwalk property is prohibited.

F. Concierge setting requiring articulate well groomed individual with good written and verbal communication skills. Security guards and security supervisors provided under this contract must be able to speak, read, and write the English language in order to communicate with visitors, prepare incident reports, handle inquiries, provide directions, schedule room reservations, resolve conflicts, etc.

G. Professional Standards: In rendering services to the City of Norwalk, the Contractor shall conform to high professional standards of work and business ethic. Assigned guards shall possess the ability to interact in a highly professional manner with all levels of the public. The Contractor warrants that the services shall be performed: 1.) in a professional and workmanlike manner and 2.) in accordance with generally and currently accepted industry principles and practices.

H. Guards shall possess professional and interactive skills to effectively respond to inquiries, directions, room reservations, conflicts, etc.

I. Ability to work well under pressure.

J. Ability to respond effectively to emergency situations such as building security, fire alarm events, medical emergencies, and building maintenance issues.

K. Willingness to work weekends and holidays.

L. Guards shall posses the ability to make accurate decisions, carry out directions, ability to follow up, and interact with various representatives from City of Norwalk Departments.

1.5 HIRING AND REPLACEMENT

The Norwalk Public Library would like the option of retaining its current security guard. Therefore, the City of Norwalk strongly encourages firms to, at minimum, interview the existing personnel for all positions to be provided to the City of Norwalk.

Vendors shall submit, with their submission to the City, a copy of the resumes of any and all personnel that they intend to use to service the City's account.

At the City's request, the Contractor shall replace any guard performing services hereunder.

1.6 TRAINING

The Contractor shall train each guard in the following fields before he/she is assigned to the premises.

1. Legal restrictions on arrests, search and seizure, and emergency situations.
2. Control, detection and reporting of fires, the use of portable firefighting equipment, and the control of sprinkler systems.
3. Basic emergency medical training – CPR and use of automated external defibrillator (AED).
4. Procedure to notify police in the event of criminal activity. Notification of police should be accomplished through the Contract Administrator or delegate. If, in the guard's opinion, circumstances require immediate action, the police may be notified directly by the guard, the City's representative, or delegate notified immediately thereafter.
5. Personal appearance, conduct, and regulations in accordance with accepted industry standards, and any additional requirements required by the City of Norwalk.
6. Alarm activation, deactivation.
7. Flag etiquette: lowering of U.S. and State flags at sunset, properly fold and set in a designated area at the security console.

1.7 SUPERVISION

Unannounced inspections by the contractor's nonresident supervisor will be made of each post during each shift at least once every seven days. The supervisor shall note and sign the security guards daily report when inspections are made.

1.8 ARRESTS AND COMPLAINTS:

Guards shall make no arrests or detentions without the direct consent or written instruction of the Contract Administrator unless otherwise specified in written instructions furnished. Guards shall not sign a complaint on behalf of the City of Norwalk and any request to sign a complaint will be referred to the Contract Administrator or delegate.

1.9 EQUIPMENT AND UNIFORMS

Contractor shall furnish all equipment and material necessary for the performance of services hereunder, including uniforms, except for firefighting equipment. The City of Norwalk will furnish the contractor, without charge, such office equipment and space, including the maintenance and utilities, as the Contract Administrator deems necessary. All such facilities shall remain City of Norwalk property and shall not be used for any purpose other than that which is required in the performance of guard duties.

1.10 LABOR

The Contractor shall be responsible for its own labor relations with any labor organization either representing or seeking representation among Contractor's employees. No provision under such contract or any existing contract shall obligate the City of Norwalk to contractor's employees or to any labor union representing contractor's employees on the termination of this contract or at any other time. In the event the contractor has knowledge that an actual or potential labor dispute prevents or threatens to prevent at any time performance under this contract, contractor shall immediately give notice thereof to the Contract Administrator or delegate of the City of Norwalk. Such notice shall include all relevant information concerning the dispute.

1.11 CONTINUATION OF SERVICES

Contractor recognizes that it is the responsibility of the guard personnel to guard and protect City of Norwalk premises, material, facilities and property. In the event contractor's personnel are faced with a strike, threatened strike, stoppage of work or other interferences, guard personnel will continue to report for duty, remain at their posts, and discharge their duties in the regular manner. Should the guards not do so, or should any other circumstances prevent their performance as specified under this contract, the City of Norwalk may hire outside guards for the duration of the contingency.

1.12 IDENTIFICATION

Access to City of Norwalk facilities for the performance of work hereunder may at the City of Norwalk's discretion require contractor's employees to have on their person identification credentials which the City of Norwalk may issue. If, for any reason, any of the contractor's employees are no longer performing work hereunder, contractor shall immediately inform the Contract Administrator or delegate of the City of Norwalk of same. Such notification shall be followed by the return of the identification credentials involved, to the representative or delegate of the City of Norwalk, or a written statement as to the reasons why the identification credentials cannot be returned.

1.13 ADJUSTMENT OF COMPENSATION

Upon the occurrence of any omissions of duties and responsibilities listed below (1.14), there shall be an equitable downward adjustment of Contractor charges to fairly reflect the reduced value of Contractor services. This adjustment shall be determined by mutual agreement of the parties. Pending agreement on the amount of such downward adjustment, we may deduct from Contractor billing the sum of one hundred dollars (\$100) for each occurrence per day per incident. If we fail to agree within two months after deduction, the amount actually deducted by the City shall be deemed acceptable to both parties. The City shall provide the Contractor with written notice of our intention to make such a deduction. This section shall apply to the following:

1.14 DUTIES AND RESPONSIBILITIES

Contractor Will:

- A. Provide the number of guards required for each post and each shift as specified.
- B. Train in advance, before assignment to the premises. A substitute guard force numbering at least one-half of the total guards required by the contract will be furnished without cost to the City.
- C. Assign trained substitute guards as replacements.
- D. Avoid allowing a guard to work in excess of 12 hours per 24 hour period or 60 hours per week without written waiver from the City's representative or delegate.
- E. Provide each guard with a minimum of 24 consecutive hours off each week.
- F. Maintain complete hours of all hours of each guard assigned to the premises engaged in work for which payment is computed on the basis of actual hours worked.
- G. Pay each guard the minimum amount specified.
- H. Produce documentation and reporting as specified in this agreement.
- I. Assign a properly dressed guard.
- J. Schedule a nonresident agency supervisor to appear for unannounced inspections during shifts agreed to and submittal of written report to Building Management
- K. Replace any guard within two (2) hour's request.
- L. Provide the training specified under the heading "Training" in this contract to guards before assignment to premises.
- M. Furnish all equipment and material necessary for the performance of services included in the contract.
- N. Provide all invoicing for normal and overtime hours; billed weekly and accompanied with a copy of the employee timesheet.

Nothing in this section shall be deemed to limit the City's rights or remedies in the event actual damage exceeds the amount withheld from billing. The City's failure at any time to require performance of the provisions of this section shall in no way affect the City's right to enforce it or subsequent occurrences. In addition to the above, the firm is required to meet all Quality Measurements and Targets.

1.15 HOURS:

City Hall

Operating hours for guard services at Norwalk City Hall are 4:00 P.M. - 12:00 midnight Monday through Friday (40 hours per week). Additionally there are frequent activities in City Hall on the weekends and Holidays that will require additional guard coverage.

One (1) security guard is required as needed in accordance with the City's weekly calendar schedule.

Library

Operating hours for guard services at the Main Library and the South Norwalk Branch Library are subject to change, but generally will be kept within the following range:

Main Library		South Norwalk Branch	
Monday	9:00 a.m. - 8:30 p.m.	Monday	9:00 a.m. - 5:30 p.m.
Tuesday	9:00 a.m. - 5:30 p.m.	Tuesday	12:00 p.m. - 8:30 p.m.
Wednesday	9:00 a.m. - 8:30 p.m.	Wednesday	9:00 a.m. - 5:30 p.m.
Thursday	9:00 a.m. - 8:30 p.m.	Thursday	9:00 a.m. - 5:30 p.m.
Friday	9:00 a.m. - 5:30 p.m.	Friday	9:00 a.m. - 5:30 p.m.
Saturday	9:00 a.m. - 5:30 p.m.	Saturday	9:00 a.m. - 5:30 p.m.
Sunday	1:00 p.m. - 5:00 p.m.	Sunday	1:00 p.m. - 5:00 p.m.

In an effort to avoid/reduce overtime rates charged to the Norwalk Public Library sites, two (2) guards for each site will be required to divide security coverage.

Maximum security guard coverage per week is currently appropriated as follows:

- Main Library 64 hours
- South Norwalk Branch 55 hours

Guards assigned for library security services must be willing to work in either building and within the hours described above.

Library Administration reserves the right to change operating hours and/or guards' working hours based on security needs and available budget. Appropriate notification will be provided.

Note: Any hours not billed within the fiscal year will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

1.16 HOLIDAYS

All security personnel shall follow their companies Holiday schedule.

1.17 CURRENT PAY RATES

During the current fiscal year, 07/01/2014 - 06/30/2015, the hourly billing rates charged to Norwalk City Hall and Norwalk Public Library are displayed in the table below.

07/01/14 – 06/30/15

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$20.09 per hr.	\$20.09 per hr	All weekday hours
Saturday/Sunday	\$ 30.13 per hr.	\$ 30.13 per hr.	All extra non-scheduled hours
Holidays	\$30.13 per hr.	\$30.13 per hr.	Six major holidays

1.18 GENERAL GUARD INSTRUCTIONS:

Security Guard supplier certifies to the City of Norwalk that all security guards assigned to City facilities have been instructed in the following:

- A. Presenting a restrained and courteous attitude.
- B. Methods for prevention of injuries to persons and property.
- C. Avoiding the use of force unless essential for self protection.
- D. Withdrawal when a situation is clearly beyond a guard's ability to handle safely.
- E. To cooperate with local law enforcement when required.
- F. Not to carry weapons.

Security guards shall conduct a minimum of one (1) walking tour throughout the site every hour at random intervals.

Security guards assigned to Norwalk City Hall and the Norwalk Public Libraries shall be expected to perform the tasks detailed in the categories listed below, as well as any other task which may become necessary for the protection of City of Norwalk assets and/or employees.

A. PREVENTION:

- 1. Check all doors to ensure that those required to be are closed and locked are secured.
- 2. Check that all entrances are locked at the designated time.
- 3. Close & lock all windows in areas which are not occupied.
- 4. Secure doors to unoccupied areas and turn off lights.
- 5. Observe building and grounds to prevent losses.
- 6. Check all floors inside building on random patrols.

B. PROTECTION:

1. Prevent unauthorized entry into building.
2. Prevent unauthorized removal of property from building.
3. Protect employees and visitors from harm.
4. Maintain order.
5. Be alert for threats to life or property.
6. Prohibit loitering and unruly behavior.

C. ENFORCEMENT:

1. Insure emergency exits are clear.
2. Inform City agent and police of unusual occurrences.
3. Cooperate with all law enforcement agencies.
4. Contact law enforcement officers when required.
5. Insure compliance with established rules and regulations.
6. Check against alcoholic consumption and drug abuse.
7. Contact Police to remove unruly persons from premises.
8. Ensure all employees sign in log book at 5:00pm and upon leaving daily and on weekends.

D. DETECTION:

1. Set up alarm system in building at prescribed time.
2. Assist police in searching building interior after burglar alarm.
3. Conduct watch tours of building and grounds as prescribed.

E. EMERGENCY SERVICES:

1. Be familiar with medical emergency procedures.
2. Notify Fire Department in event of fire.
3. Put out small fires with appropriate fire extinguisher.
4. Use phone to notify proper authorities in case of emergency.
5. Instruct people where to go in case of emergency.

F. REPORTING:

1. Daily activity logs, including a pass-down log, shall be maintained, detailed, and submitted.
2. Record all unusual occurrences in log.
3. Report all suspicious activities.
4. Report all accidents and actions taken.
5. Report all fires.
6. Report all damage to City or personal property.
7. Report all fire or safety hazards in writing.

G. INSPECTIONS:

1. Inspect all guard equipment for proper operation.
2. Insure all entrances are unobstructed.
3. Inspect lights and faucets on rounds and turn off as needed.
4. Any incident that occurs, such as those listed above, must be recorded on the daily incident report.

H. CLEANERS

1. The security guard will verify all starting and ending times. Any discrepancies will be noted in red in the sign in log and recorded on the daily incident report.
2. Ensure all night cleaning staff signs in and out of the sign in log.
3. No cleaner is permitted to sign in or out for another cleaner

1.19 QUALITY PERFORMANCE AND MEASUREMENT

The City of Norwalk Building Management Department will measure and rate the following standards/criteria on a quarterly basis for services provided by the awarded firm.

1. Post orders submitted on or before due date.
2. Completed site specific post orders no later than 60 calendar days from start of contract.
3. All fully trained backup personnel identified and submitted to management.
4. Punctuality in reporting to work.
5. Neatly dressed and presentable at all times while on duty.
6. Replacements are fully trained and require no coaching on site.
7. A minimum of one (1) walking inspection per shift.
8. Minimal personnel turnover during the quarter.
9. Alarm events due to security guard error are minimal.
10. All reports are detailed and accurate.
11. Supervisor meets with building manager as needed, minimum twice per quarter to review security operations.
12. Invoices are accurate and timely.

See **Exhibit 1**, located at the back of this document, for the quarterly performance measurement and rating sheet required to be submitted to the Property Manger.

1.20 TERM OF CONTRACT

It is the intention of the City of Norwalk to enter into an agreement for Security Guard Services at Norwalk City Hall and Norwalk Public Library for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. This new contract is intended to commence on July 1, 2015.

1.21 CRITERIA FOR AWARD

The City of Norwalk Purchasing Department will be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

1. Qualifications & experience of the firm; comparable accounts of similar size and scope as this project.
2. Qualifications & experience of the firm; comparable municipal, state, and /or governmental accounts of similar size and scope as this project.
3. Qualifications & experience of the project executive and other key personnel.
4. The contractor's responsiveness and compliance with the RFP requirements and conditions.
5. The proposed firm's approaches and specific details of how the security guard service will be rolled out, organized, and implemented.
6. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the success of the project.
7. Demonstrated ability to work as a member of a team for the benefit of the City.
8. Recommendations from State or Municipal clients.
9. Total years in business and financial stability of firm.
10. Fee structure and reimbursable expenses.

1.22 INSURANCE RIDER

- a. Contractors are requested to provide a copy of their current certificate of insurance with their proposal.
- b. The City of Norwalk and Guardian Engineering Services will require, at the time of award, that they be named as additional insured on the Commercial General Liability and Automobile Liability policy as defined below under A. Minimum Scope and Limit of Insurance, Additional Insured.
- c. Please list the name and address of your insurance agent as part of the returned proposal.
- d. Note: The term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance: With respect to all operations the Contractor performs the Contractor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability: With respect to all operations the Contractor performs the Contractor shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$ 2,000,000.

Automobile Liability: With respect to any owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable by the City's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein.

Aggregate Limits: Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City. All policies should also include a Waiver of Subrogation.

Additional Insured: The liability insurance coverage, except Workers Compensation, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured's (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time. . The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to The City of Norwalk, Corporation Counsel, 125 East Avenue, Norwalk, Connecticut 06851-5125. .

Waiver of requirements: The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

1.23 SAMPLE CONTRACT

Note: The following document is a sample agreement of the City's independent contractor for security guard services produced by the City of Norwalk's Corporation Counsel. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services.

AGREEMENT FOR
SECURITY GUARD SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the **CITY OF NORWALK** (the CITY), acting herein by Harry W. Rilling, Its Mayor, and _____, a corporation, authorized and licensed to perform independent auditing consulting services in the State of Connecticut, having a principal place of business at _____, acting herein by _____, its _____, duly authorized, (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of independent auditing consulting services (the Project); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, CONTRACTOR has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. Based on the representations of the CONTRACTOR set out in its proposal submission dated _____, a copy of which is attached hereto and incorporated herein as Exhibit B, the CITY hereby retains the CONTRACTOR to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be Thomas Hamilton, Finance Director, or such other person as it shall designate in writing (the DIRECTOR).

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be _____.

2. SERVICES TO BE PERFORMED

A. The services to be performed by the CONTRACTOR under this Agreement are as described in the document entitled "Scope of Services," a copy of which is attached hereto as Exhibit A and incorporated herein. Such services may be amended or modified at the discretion of the CITY, as circumstances require. The CONTRACTOR shall perform these services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements in accordance with the direction of its Finance Director.

B. The CONTRACTOR shall provide written reports summarizing the services performed hereunder, and convey the same to the CITY, as may be requested by the DIRECTOR.

C. The parties understand and agree that the CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The CONTRACTOR shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as being employed by the CITY in any other capacity.

D. The CONTRACTOR's personnel and employees, involved directly in the performance of services hereunder, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be

appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

E. The CITY may, from time to time, request changes in the scope of the CONTRACTOR's services to be performed hereunder. Such changes, including any corresponding increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. The CONTRACTOR shall be paid for its services performed based on an hourly rate of _____ during the period of this Agreement.

The total amount to be paid CONTRACTOR for services rendered during each fiscal year (July 1 through June 30) shall not exceed the sum of _____ or the amounts budgeted therefore by the CITY, whichever is less.

It is understood by the parties hereto that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term. Notwithstanding provisions to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if appropriations or budgeted funds are not available, by giving thirty (30) days written notice that the necessary funding has been denied.

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement, including but not limited to salaries; consultant fees; meetings, consultations and presentations; travel expenses; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific, prior written approval.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than once a month. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed and the services performed during that time. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR

to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its heirs or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its heirs or assigns have or may have against the CITY under the provisions of this Agreement.

4. TIME PROVISIONS

A. The CONTRACTOR shall perform the services set forth in this Agreement **commencing effective July 1, 2015, and concluding June 30, 2020.**

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

5. INSURANCE

A. The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this Agreement of the kinds and adequate amounts to secure all of the CONTRACTOR's obligations under this Agreement with an insurance company(ies) with an AM Best Rating of B+:VII or better licensed to write such insurance in Connecticut and acceptable to the Risk Manager of the CITY. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

Before commencing the work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance, and shall thereafter provide renewal Certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Such Certificate and renewal Certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior thereto and shall have attached a photocopy of the license(s) issued to the agent writing such insurance by the company or companies providing the insurance coverage under the Certificate. Such insurance shall not be written on a "claims made" basis, but shall be issued on a "per occurrence" basis only.

All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured party.

B. **Errors and Omissions.** The CONTRACTOR shall carry Errors and Omissions Insurance (Professional Liability Insurance) protecting the CONTRACTOR and its employees against its liability for work performed under this Agreement in the minimum sum of One Million Dollars (\$1,000,000.00). Said policy shall remain in full force and effect from the date of this Agreement for a period of three (3) years after the work has been accepted by the City or, if this Agreement is amended to include additional work to be performed by the CONTRACTOR, for three (3) years following the acceptance of the completed design or any other work called for by such Amendment, subject to the continued commercial availability of such insurance. If the policy has a general aggregate, all claims and expenses that may reduce this aggregate shall be reported to the Risk Manager of the CITY at the beginning date of this Agreement and every six (6) months for three (3) years from the date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy shall be endorsed to extend the reporting period for claims, for the policy in effect during this agreement for three (3) years from the date of this Agreement.

It is understood that the amount of coverage and period of coverage for this Project under such insurance policy may not be changed, except upon the prior written approval of the City. The CONTRACTOR shall require the same coverage to be provided by any of its subcontractors performing services hereunder.

C. **General Liability Insurance.** The CONTRACTOR shall carry either a Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00).

Or a Commercial General Liability policy on an occurrence basis with a general aggregate limit of not less than One Million Dollars (\$1,000,000.00) endorsed with form CG 25 03 1185 or equivalent to amend the general aggregate limit to apply separately to the Project, a Products/Completed Operations aggregate limit of not less than One Million Dollars (\$1,000,000.00), and a limit of liability each occurrence of not

less than One Million Dollars (\$1,000,000.00).

The policy used shall name the CITY, its officers, agents, servants, and employees as additional insureds.

D. Comprehensive Automobile Liability and Property Damage Insurance. The CONTRACTOR shall carry Automobile Liability and Property Damage Insurance for any "auto" (Symbol 1 or equivalent) including but not limiting coverage to owned, nonowned and hired autos in the amount of One Million Dollars (\$1,000,000.00) each accident on a combined single limit of liability basis for Bodily Injury and Property Damage.

Or a limit of liability for Bodily Injury of One Million Dollars (\$1,000,000.00) per accident and a Property Damage limit of One Million Dollars (\$1,000,000.00) each accident.

The CITY, its officers, agents, servants, and employees shall be named as additional insureds, or the policy will have an Omnibus Clause that will insure the CITY, its officers, agents, servants, and employees for this Agreement.

E. Workers' Compensation. The CONTRACTOR shall also provide Workers' Compensation insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of One Hundred Thousand (\$100,000.00) each accident; bodily injury by disease each employee of One Hundred Thousand (\$100,000.00); and bodily injury by disease, policy limit of Five Hundred Thousand (\$500,000.00).

F. Other Data.

The CONTRACTOR shall obtain Certificates of Insurance before subconsultants and independent consultants are permitted to begin work.

The CONTRACTOR shall require that the CITY, its officers, agents, servants and employees be named as additional insureds on all subconsultant's and independent consultant's insurances, excluding Workers' Compensation and Professional Liability.

The CONTRACTOR and all subconsultants and independent consultants and their insurers shall waive all rights of subrogation against the CITY, its officers, agents, servants, and employees for losses arising from work performed by each on this Agreement.

The CONTRACTOR shall provide and agrees that its insurance coverage and all other required insurance coverages from other parties shall be primary insurance as respects the CITY, its officers, agents, servants and employees.

Any insurance or self-insurance maintained by the CITY, its officers, agents, servants and employees shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

Failure of the CONTRACTOR to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the CONTRACTOR to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

6. GENERAL PROVISIONS

A. The CITY may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

C. It is the intent of this Agreement to secure the professional services of qualified, experienced employees of the CONTRACTOR who shall perform the services required hereunder to the CITY's reasonable satisfaction. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the services to be performed hereunder without prior consent of the CITY in writing.

E. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against

any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

H. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the State of Connecticut, Judicial District of Stamford/Norwalk.

J. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for

employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the services performed under this Agreement, including all materials prepared or compiled hereunder and all documents, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed work, documents, memoranda, or other materials and records in the event that the Agreement is terminated before completion of its term for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City:	Thomas Hamilton, Finance Director City Hall, P. O. Box Norwalk, Connecticut 06852-6001
--------------	--

With a copy to:	Office of Corporation Counsel City Hall, P.O. Box 798
-----------------	--

Norwalk, Connecticut 06856-0798

To the Contractor:

R. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the CONTRACTOR has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Witness

Witness

By: _____
Its _____
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____
Comptroller

Date: _____

END OF SECTION

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

PROPOSAL SUBMISSIONS: One (1) original + seven (7) copies are to be delivered to:

City of Norwalk
Purchasing Department, Room 103
125 East Avenue
Post Office Box 5125
Norwalk, Ct. 06856-5125

See section 3 for information on delivering bids by fax.

2.1 FORM OF PROPOSALS:

All proposals must include the following:

- A. A resume of company accomplishments and abilities in the various fields involved in this project.
- B. An outline of services to be rendered including delegation of responsibilities of key personnel.
- C. Names of key personnel assigned for term of contract; a description (resume) of applicable background of these personnel.
- D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.
- E. Attach a list of comparable projects you have completed within the past four years giving the following information for each.

You may include any additional information which demonstrates your qualification for this work.

Proposals are to be submitted: One (1) original plus (seven (7) copies) to
Norwalk City Hall
Purchasing Department, Room 103
P.O. Box 5125
125 East Avenue
Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM #3508

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

Pricing at both locations are based on 52 week year.

PROPOSAL PRICING**1. Norwalk City Hall**

(Pricing to be based on 40 hours per week.)

A	PROPOSED FEE: 07/1/15 – 06/30/16	\$
	Lump Sum in Writing	.
B	PROPOSED FEE: 07/01/16-06/30/17	\$
	Lump Sum in Writing	.
C	PROPOSED FEE: 07/01/17-06/30/18	\$
	Lump Sum in Writing	.
D	PROPOSED FEE: 07/01/18-06/30/19	\$
	Lump Sum in Writing	.
E	PROPOSED FEE: 07/01/19-06/30/20	\$
	Lump Sum in Writing	.

2.2 PRICING RESPONSE FORM #3508

Vendor Name -

2. Norwalk Public Library

(Pricing to be based on a combined 119 hours per week.)

A	PROPOSED FEE: 07/1/15 – 06/30/16	\$
	Lump Sum in Writing	.
B	PROPOSED FEE: 07/01/16-06/30/17	\$
	Lump Sum in Writing	.
C	PROPOSED FEE: 07/01/17-06/30/18	\$
	Lump Sum in Writing	.
D	PROPOSED FEE: 07/01/18-06/30/19	\$
	Lump Sum in Writing	.
E	PROPOSED FEE: 07/01/19-06/30/20	\$
	Lump Sum in Writing	.

3. Indicate Hourly Labor Rates for Security Guard Services**A. 07/01/15– 06/30/16**

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

B. 07/01/16 – 06/30/17

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

2.2 PRICING RESPONSE FORM #3508

Vendor Name -

C. 07/01/17 – 06/30/18

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ _____ hr.	\$ _____ hr.	.
Saturday/Sunday	\$ _____ hr.	\$ _____ hr.	.
Company Holidays	\$ _____ hr.	\$ _____ hr.	.

D. 07/01/18 – 06/30/19

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ _____ hr.	\$ _____ hr.	.
Saturday/Sunday	\$ _____ hr.	\$ _____ hr.	.
Holidays	\$ _____ hr.	\$ _____ hr.	.

E. 07/01/19 – 06/30/20

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ _____ hr.	\$ _____ hr.	.
Saturday/Sunday	\$ _____ hr.	\$ _____ hr.	.
Holidays	\$ _____ hr.	\$ _____ hr.	.

Submitted by -		
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

2. Number of personnel employed Part-time - _____, Full-time _____,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	.	general partnership
	.	limited partnership
	.	limited liability corporation
	.	limited liability partnership,
	.	corporation doing business under a trade name
	.	individual doing business under a trade name
	.	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No	
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No	
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:					
Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at **<http://www.norwalkct.org>** . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it from Adobe.

Document Number 1002 <http://www.norwalkct.org/documentcenter/view/868>

SECTION 4 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 06/26/2014 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org.

Document number 1019 <http://www.norwalkct.org/documentcenter/view/862>

NOTE: The awarded contractor must comply with the City of Norwalk's Living Wage Ordinance.

EXHIBIT 1

QUARTERLY QUALITY PERFORMANCE MEASUREMENT AND RATING		Conforms		Comments
Measurements		YES	NO	
Security Guard Punctuality				
Professional Appearance & Conduct				
Building Secured Properly				
Security Guards - Reporting Completed & Submitted on Schedule				
Report Writing - Detailed and Accurate				
Supervisors Weekly Inspections				
Supervisors Weekly Reporting				
Replacement and backup Guards(s) fully trained, and identified to City of Norwalk representatives				
Invoices accurately prepared and submitted weekly with required backup documentation				
Personnel Turnover for Quarter				
Site specific post orders submitted 30 calendar days prior to start of contract for review and comment				
Final site specific post orders completed and submitted by start-up date				

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page. The document number to request will be the same as the project number indicated above.

Project #	Addendum #	# of pages	Original Issue Date
3508	1	4	February 5, 2015

Date	February 20, 2015		
Project Number	3508	.	
Addenda Number	1		
Deadline	02:00PM	February 26, 2015	
Project Title	Security Guard Services Norwalk City Hall & Norwalk Public Library		

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

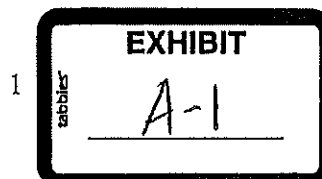
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RESPONSES TO QUESTIONS:

1. Question: Will an adjustment be allowed for any changes in the City of Norwalk's Living Wage during the length of the contract?

Response: It may be that changes in the City of Norwalk's Living Wage may occur during the length of the contract.

The City of Norwalk's Living Wage is derived from U.S. Congress' Poverty guidelines. The rate of increase for the Federal Register poverty threshold for a family of four over a number of years is reviewed and an average rate of increase is determined. This average increase is used as the rate of increase going forward. The poverty thresholds are based on the average Consumer Price Index for the prior year.



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2. Question: Is there a current collective bargaining agreement with the locations listed?

Response: No collective bargaining agreement is in place at the locations.

3. Question: Who is the current provider?

Response: The current provider is SecurAmerica.

4. Question: Is there a current tour system in place for the recording of the hourly tours, if so, is it the property of the City, and if not, is one required.

Response: Yes, currently, a tour system is in place for the recording of the hourly tours at the Norwalk Libraries.

The reports are property of the City; and, yes, a tour system is required.

5. Question: Section 1.21, Criteria for Award, please define reimbursable expenses, and is there a value applied to each determining factor of award, if so, what are they?

Response: Reimbursable expenses would be defined by the contractor within the proposal along with its fees.

Criteria have not been assigned values as other criteria may be considered in the evaluation process.

6. Question: Section 1.17, please clarify if these are current Bill or Pay rates.

Response: Hourly billing rates charged to Norwalk City Hall and Norwalk Public Library during the current fiscal year, 07/01/2014 - 06/30/2015.

7. Question: What are the living current wage rates of the security guards assigned to the City of Norwalk?

Response: See SECTION 4 – LIVING WAGE ORDINANCE.

The living wage is currently calculated to be \$13.19 per hour for employees that are provided comprehensive health care benefits, or \$16.93 per hour for employees that are not provided comprehensive health care benefits.

8. Question: Can you clarify the Living Wage requirement as it relates to your current arrangement? Wages and Benefits?

Response: Comprehensive health care benefits for security guards are provided by the Security firm. Living Wage rates would vary depending on the inclusion of the health care benefits.

9. Question: Is it the City's desire to retain incumbent personnel? If so, is it the City's desire to maintain and fund seniority, PTO- Paid time off (vacation, sick, personal days, holidays, etc.) for incumbent personnel?

Response: The Norwalk Public Library would like the option of retaining its current security guard(s). Therefore, the City of Norwalk strongly encourages firms to interview the existing personnel for all positions to be provided to the City of Norwalk.

10. Question: How long has your incumbent provider been with the City of Norwalk?

Response: SecurAmerica's contract with the City began July 1, 2010.

11. Question: What type of equipment is the contractor required to furnish?

Response: The City of Norwalk expects the Security firm to decide and provide any necessary equipment to successfully perform the security services. That question should be answered/provided within your proposal.

12. Question: Are the security guards assigned to the City of Norwalk members of a union or part of a collective bargaining agreement?

Response: No, the officers are not members of a union or collective bargaining agreement.

13. Question: Is there a schedule for living wage increases? Is there a mechanism for wage increases due to the living wage ordinance?

Response: See Question /Response Numbers 1 and 7.

14. Question: If the guard service company is in compliance with the Affordable Health Care Act, are we covered regarding the comprehensive health care benefits requirement and the living wage?

Response: The awarded Security Guard Service firm must be in compliance with the City of Norwalk's LIVING WAGE ORDINANCE. See SECTION 4, Page 37 of the RFP document.

15. Question: It seems as though the City of Norwalk may choose to keep many/all the guards they have in place. Would the City still require the submission of resumes for guards currently servicing the account? How would we be able to contact the current staff?

Response: Submit resumes of the guards/ employees that your firm would consider utilizing at City of Norwalk sites.

Once a firm is selected for an award, the City of Norwalk will work with the awarded firm to contact the guards currently posted at City sites for interviews and resumes.

16. Question: Can my security guard company bill the City of Norwalk at a level above the cost of living wages required by the City of Norwalk?

Response: Yes, the awarded security guard service firm can bill the City at a rate above the minimum rates required by the City of Norwalk's LIVING WAGE ORDINANCE.

END OF ADDENDUM #1

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.	
Address - 150 GRAND ST, Suite 400, WHITE PLAINS, NY 10601	
Phone - 914-368-2404	Fax - 914-683-5608
Email - JBYRNE@CENTURYPROTECTIVE.COM	
Manager - JOHN P. BYRNE	Fed ID# 13-4059267

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

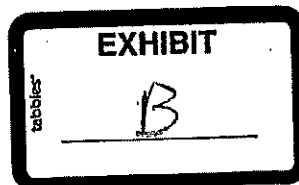
Pricing at both locations are based on 52 week year.

PROPOSAL PRICING

1. Norwalk City Hall

(Pricing to be based on 40 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 40,768.00	
	Lump Sum in Writing	Forty Thousand Seven Hundred Sixty Eight Dollars	25/100
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 41,991.04	
	Lump Sum in Writing	Forty One Thousand Nine Hundred Ninety One Dollars	04/100
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 43,250.77	
	Lump Sum in Writing	Forty Three Thousand Two Hundred Fifty Dollars	22/100
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 44,548.29	
	Lump Sum in Writing	Forty Four Thousand Five Hundred Forty Eight Dollars	29/100
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 45,884.94	
	Lump Sum in Writing	Forty Five Thousand Eight Hundred Eighty Four Dollars	24/100



Handwritten signature and initials.

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

2. Norwalk Public Library

(Pricing to be based on a combined 119 hours per week.)

A	PROPOSED FEE: 07/1/15 - 06/30/16	\$ 121,284.80	
	Lump Sum in Writing	ONE HUNDRED TWENTY ONE THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS	80/1000
B	PROPOSED FEE: 07/01/16-06/30/17	\$ 124,923.34	
	Lump Sum in Writing	ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED TWENTY THREE DOLLARS	34/1000
C	PROPOSED FEE: 07/01/17-06/30/18	\$ 128,671.04	
	Lump Sum in Writing	ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS	04/1000
D	PROPOSED FEE: 07/01/18-06/30/19	\$ 132,531.17	
	Lump Sum in Writing	ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS	17/1000
E	PROPOSED FEE: 07/01/19-06/30/20	\$ 136,507.10	
	Lump Sum in Writing	ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SEVEN DOLLARS	10/1000

3. Indicate Hourly Labor Rates for Security Guard Services

A. 07/01/15 - 06/30/16

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Saturday/Sunday	\$ 19.00 hr.	\$ 19.00 hr.	ALL
Company Holidays	\$ 29.40 hr.	\$ 29.40 hr.	HOLIDAYS

B. 07/01/16 - 06/30/17

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Saturday/Sunday	\$ 20.19 hr.	\$ 20.19 hr.	ALL
Company Holidays	\$ 30.29 hr.	\$ 30.29 hr.	HOLIDAYS

2.2 PRICING RESPONSE FORM #3508

Vendor Name - CENTURY PROTECTIVE SERVICES, INC.

C. 07/01/17 - 06/30/18

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$20.80 hr.	\$20.80 hr.	ALL
Saturday/Sunday	\$20.80 hr.	\$20.80 hr.	ALL
Company Holidays	\$31.20 hr.	\$31.20 hr.	HOLIDAYS

D. 07/01/18 - 06/30/19

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$21.42 hr.	\$21.42 hr.	ALL
Saturday/Sunday	\$21.42 hr.	\$21.42 hr.	ALL
Holidays	\$32.13 hr.	\$32.13 hr.	HOLIDAYS

E. 07/01/19 - 06/30/20

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$22.06 hr.	\$22.06 hr.	ALL
Saturday/Sunday	\$22.06 hr.	\$22.06 hr.	ALL
Holidays	\$33.09 hr.	\$33.09 hr.	HOLIDAYS

Submitted by -	<u>JOHN P. BYRNE, NP + General MGR.</u>	<u>2-26-15</u>
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

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1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 16

2. Number of personnel employed Part-time - 84, Full-time 125 = 209

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
CITY OF STAMFORD	4/2014	KEVIN MURRAY	203-999-4600
CITY OF WEST HAVEN	10/2011	JOE FALZONE	203-937-4347
WESTCHESTER CO. DEPT. PUB. SAFETY	10/2012	LANCE ALEXANDER	914-231-4229
ANDOVER SCHOOLS	9/2013	JOE URBANOWICZ	914-693-6300
NORTH SALEM SCHOOLS	9/2014	GARY GREENE	914-669-5414
CBRE - GREENWICH	10/2012	LISA WINKLER	203-552-4107

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)

☐	general partnership
☐	limited partnership
☐	limited liability corporation
☐	limited liability partnership,
☐	corporation doing business under a trade name
☐	individual doing business under a trade name
☒	other (specify) <u>S-CORPORATION</u>

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
			✓	
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:				
Business Name	N/A			
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

BND OF SECTION

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it from Adobe.

Document Number 1002 <http://www.norwalkct.org/documentcenter/view/868>

SECTION 4 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 06/26/2014 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org.

Document number 1019 <http://www.norwalkct.org/documentcenter/view/862>

NOTE: The awarded contractor must comply with the City of Norwalk's Living Wage Ordinance.

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page. The document number to request will be the same as the project number indicated above.

Project #	Addendum #	# of pages	Original Issue Date
3508	1	4	February 5, 2015

Date	February 20, 2015	
Project Number	3508	
Addenda Number	1	
Deadline	02:00PM	February 26, 2015
Project Title	Security Guard Services Norwalk City Hall & Norwalk Public Library	

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13. Question: Is there a schedule for living wage increases? Is there a mechanism for wage increases due to the living wage ordinance?

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Response: Submit resumes of the guards/ employees that your firm would consider utilizing at City of Norwalk sites.

Once a firm is selected for an award, the City of Norwalk will work with the awarded firm to contact the guards currently posted at City sites for interviews and resumes.

16. Question: Can my security guard company bill the City of Norwalk at a level above the cost of living wages required by the City of Norwalk?

Response: Yes, the awarded security guard service firm can bill the City at a rate above the minimum rates required by the City of Norwalk's LIVING WAGE ORDINANCE.

END OF ADDENDUM #1

**CITY OF NORWALK
LIVING WAGE CERTIFICATION FORM**

The City of Norwalk has determined that this contract may be subject to the provisions of the Norwalk's Living Wage Ordinance, Code of the City of Norwalk, Chapter 62, Sections 62-1 through 62-12.

Bidders are required to indicate whether they are a Covered Employer as defined by the Norwalk Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below. **FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.**

☒ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

☐ I/We are not a Covered Employer and therefore not subject to Norwalk's Living Wage Ordinance for the reason indicated below:

☐ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

☐ Bidder employs less than twenty five (25) employees including full time, part time and seasonal employees.

☐ Annual contract value is less than \$25,000.00 or more than \$100,000.00.

☐ The procurement does not meet the definition of a service contract for purposes of this Living Wage, hence it is exempt.

I, John P. Byrne, CPP of Century Protective Services, Inc. do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for Project # 3508 - Security Guard Service
Bid Name or RFP Name

Signed by:

[Signature] Dated: 2-23-15

TO BE RETURNED WITH BID OR RFP SUBMISSION.

EXHIBIT 1

QUARTERLY QUALITY PERFORMANCE MEASUREMENT AND RATING	Conforms		Comments
	YES	NO	
Measurements			
Security Guard Punctuality	✓		
Professional Appearance & Conduct	✓		
Building Secured Properly	✓		
Security Guards - Reporting Completed & Submitted on Schedule	✓		
Report Writing - Detailed and Accurate	✓		
Supervisors Weekly Inspections	✓		
Supervisors Weekly Reporting	✓		
Replacement and backup Guards(s) fully trained, and identified to City of Norwalk representatives	✓		
Invoices accurately prepared and submitted weekly with required backup documentation	✓		
Personnel Turnover for Quarter	✓		
Site specific post orders submitted 30 calendar days prior to start of contract for review and comment	✓		
Final site specific post orders completed and submitted by start-up date	✓		

