SUBJECT: PIGGYBACK CITY OF GREENSBORO ADMINISTRATION OF OFF-DUTY POLICE OFFICERS SECONDARY EMPLOYMENT SERVICES #10068

BID #: PSC-0329-23

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- THREE YEARS FROM DATE OF EXECUTED CONTRACT

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER CITY OF GREENSBORO PIGGYBACK CONTRACT #10068

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback The City of Greensboro Administration of Off-Duty Police Officers Secondary Employment Services Contract #10068 with Hart Halsey, LLC dba Extra Duty Solutions for the Jacksonville Sheriff's Office. Period of Service will be for three years from date of executed contract. This is a revenue generating agreement.

Request is also being made for the authorization of the contract and the Independent Administrative Services Agreement to be executed by the Office of General Counsel.

Attachments: Agency Memo, Contract #10068, Independent Service Agreement, Certificate of Insurance

BUYER: OLIVE WALLACE-COHEN **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Joe Cowan, Director of Patrol & Enforcement**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY

DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

T.K. WATERS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Joe Cowan
Director of Patrol & Enforcement

Subject: Piggyback Request City of Greensboro Administration of Off Duty Police Officer Secondary Employment Services #10068

Date: February 9, 2023

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Administration of Off Duty Police Officer Secondary Employment Services. We request authorization to utilize the City of Greensboro, NC, RFP #10068, which was competitively procured and awarded to Hart Halsey, LLC, dba Extra Duty Solutions. The contract is an active contract between the City of Greensboro and supplier. We are requesting the award between the Jacksonville Sheriff's Office and Hart Halsey, LLC, dba Extra Duty Solutions for a three (3) year period from date of executed contract. This is a revenue generating agreement.

Attached is a copy of solicitation RFP #10068 and subsequent contract between the City of Greensboro and Hart Halsey, LLC, dba Extra Duty Solutions. Also attached is the Independent Administrative Services Agreement. We are requesting authorization for the contract and the Independent Administrative Services Agreement to be executed by the Office of General Council.

Attached of the Certificate of Liability Insurance and approval by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

Baines, Deidra B.

From:	Verdejo Magras, Wanda <WVerdejo@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent:	Wednesday, November 9, 2022 8:00 AM
To:	Baines, Deidra B.
Subject:	RISK CONCLUDED REVIEW FOR Extra Duty Solutions (EDS) & JSO -Adm. of Off Duty Police Officer Secondary Employment Serv. agreement
Attachments:	RISK RECOMMENDATION Section 6-7 INS. REQ. Extra Solutions.docx; Agreement between EDS & JSO section 6 & 7.docx

EXTERNAL EMAIL SOURCE

This email was sent from a non JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

I consulted the details of the agreement and the following recommendations were made.

Summary:

We recommend the City choose the first option and continue to provide WC for officers on extra duty if injured. Our recommendation is based upon the following concerns:

- Many officers have previous claims and are used to working with the City's adjusters, doctors on the panel, PT vendors, etc. There is a local, family "touch" to the City's claims handling that would be lost if some claims were handled by an outside party.
- If EDS's insurance handled an officer's claims, their indemnity (lost wage) payments would be per Florida Statute, not per internal agreements. The city currently has agreements with various departments (including JSO) for indemnity payments that are more generous.

Select one option:

☐ Client employees will not be covered under the Company's worker's compensatic insurance. Client shall be responsible for determining what, if any, worker compensation coverage shall be required for officers while on extra duty and Clie and/or Customer shall be responsible for obtaining and keeping in force any suc worker's compensation insurance coverage that is required.

Regarding the agreement, Risk recommendation is to use the attach City's standard Indemnification and Insurance Requirements language.

EXHIBIT C: INSURANCE CARRIER LETTER & CERTIFICATE OF INSURANCE

ACBI

ACBI, Inc
2 Corporate Drive, Suite 335
Shelton, CT 06484
Telephone 203-259-7580
Fax 203-254-4510
www.acbi-ins.com

January 12, 2021

To whom it may concern,

My name is Peter Page and I am with ACBI Inc, one of the largest privately held insurance brokerages in the northeastern United States. ACBI is licensed in all 50 states and represents clients from the corner store to public companies with multi state operations.

ACBI has been the insurance broker for Extra Duty Solutions since 2015 and have designed a broad and robust insurance program that extends coverage to the Officer, Agency and Municipality when necessary. Extra Duty's business philosophy is similar to ACBI – to do what is in the client's best interest.

ACBI's mission is to strive every day to deliver products and services to adequately protect our customers. We view ourselves as the Risk Manager for Extra Duty Solutions and we have taken the responsibility to identify and analyze the operations and exposure with the understanding that Risk Management is the basis of a comprehensive insurance program. Extra Duty Solutions routinely consults with ACBI to ensure compliance with RFP insurance requirements.

Extra Duty Solutions maintains the following coverages:

- Commercial General Liability & Excess Liability including Additional Insured, Waiver of Subrogation & Primary Non-Contributory provisions
- Professional & Technology Errors & Omissions.
- Network Security, Privacy Liability, Regulatory & Cyber Extortion.
- Commercial Automobile Hired & Non-Owned Liability.
- Crime – Employee Theft including theft of Third Party Property

In closing, Extra Duty Solutions has positioned itself with insurance coverages and limits as a leader in the administration of law enforcement off-duty programs nationwide.

If there are any questions in regards to the insurance program maintained by Extra Duty Solutions, I am happy to make myself available either by phone or email.

Peter Page
Vice President
Risk Management
ppage@acbi-ins.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2020

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
ACBI Insurance
2 Corporate Drive
Suite 335
Shelton CT 06484

CONTACT NAME: Maureen Lewis
PHONE (A/C, No, Ext): 203-259-7580 FAX (A/C, No): 203-254-4510
E-MAIL ADDRESS: mlewis@acbi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Ins. Co	10200
INSURER B : Accident Fund Insurance Co of America	
INSURER C : Landmark American Ins. Co.	
INSURER D : Hiscox Insurance Co.	1122000
INSURER E :	
INSURER F :	

INSURED
Hart Halsey, LLC
dba Extra Duty Solutions
1 Waterview Dr.
Suite 101
Shelton CT 06484
HARTH-1

COVERAGES — CERTIFICATE NUMBER: 2103236309 — 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER			ESG0056596	5/7/2020	5/7/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			MPL1604200 19	5/7/2020	5/7/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			SX90056597	5/7/2020	5/7/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ARP12002097801	3/25/2020	3/25/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C C O	Professional Liability Data Breach & Privacy Security Employee Theft (incl 3rd Party)			LCY782313 LCY782313 UC22310713	5/7/2020 5/7/2020 3/23/2020	5/7/2021 5/7/2021 3/23/2021	Per Occurrence/Agg Per Claim/Agg Limit of Liability	$3MM/$3MM $1MM/$1MM $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*The Excess Liability Policy applies to General Liability and Hired & Non-Owned Auto Liability only.

CERTIFICATE HOLDER

For Informational Purposes Only
Hart Halsey LLC
dba Extra Duty Solutions
1 Waterview Dr.
Suite 101
Shelton CT 06484

CANCELLATION

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

ACORD 25 (2014/01)

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Limited Liability Company

Legal Name
Hart Halsey LLC

Information

SosId: 1758988
Status: Current-Active
Date Formed: 10/9/2018
Citizenship: Foreign
State of Incorporation: CT
Annual Report Due Date: April 15th
Current**Annual Report Status:**
Registered Agent: Registered Agent Solutions, Inc.

Addresses

Mailing
1 Waterview Drive, Ste 101
Shelton, CT 06484

Principal Office
1 Waterview Drive, Ste 101
Shelton, CT 06484

Reg Office
176 Mine Lake Court, Ste. 100
Raleigh, NC 27615

Reg Mailing
176 Mine Lake Court, Ste. 100
Raleigh, NC 27615

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Chief Operating Officer
Adam Bryan
1 Waterview Drive, Suite 101
Shelton CT 06484

Chief Executive Officer
Richard Milliman
1 Waterview Drive, Suite 101
Shelton CT 06484

REQUIRED M/WBE FORMS

AFFIDAVIT E1 – INTENT TO PERFORM WORK W/O SUBCONTRACTING

Affidavit E1 **Statement of Intent to Perform work without Subcontracting**

We, Hart Halsey, LLC, DBA Extra Duty Solutions, hereby certify that it is our intent to perform 100% of the work required for the Administration of Off-Duty Police Officers Contract.

Administration of Off Duty Police Officer Secondary Employment Services
for the Greensboro Police Department – Event #10068

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

Date 3/24/21 Name of Authorized Officer RICH MILLMAN
Signature _____ Title CEO
State of CONNECTICUT County of FAIRFIELD
Notary Public _____ My commission expires _____

SEAL

SHERIF ABOUHASHEM
NOTARY PUBLIC
State of Connecticut
My Commission Expires 7/31/2025

DocuSign Envelope ID: 4503CA80-9EF3-4F67-A8AA-99B691798918

GREENSBORO

DATE: May 17, 2021

TO: Larry Patterson, Police Lieutenant

FROM: Shadi Zeidan, M/WBE Specialist

DEPARTMENT: Police

SUBJECT: M/WBE Memo for Event # 10068 Administration of Off Duty Police Officer Secondary Employment Services – Revenue Contract

The M/WBE Office reviewed the documentation submitted for the revenue contract for Administration of Off Duty Police Officer Secondary Employment Services to determine compliance with the City's M/WBE Program Plan. Revenue Contracts are excluded from the scope and application of the M/WBE Program Plan; however, M/WBE firms were notified of the opportunity to submit a proposal and the M/WBE Office was part of the evaluation panel.

Hart Halsey LLC, dba as Extra Duty Solutions was the selected vendor with an estimated annual contract revenue of $366,634.40 for a three-year contract revenue of $1,099,903.20

Please be reminded that during the performance of the contract, if there are changes; the Department must contact the M/WBE Office, before making any changes.

Cc: Allison Staton, M/WBE Compliance Officer
Arthur Buckaloo, Contracts Analyst, Procurement Services Division

GREENSBORO
NORTH CAROLINA

REQUEST FOR PROPOSALS

Event #10068

Administration of Off Duty Police Officer
Secondary Employment Services
for the
Greensboro Police Department

SECTION 1
OVERVIEW

Request for Proposals ("RFP" or "Event"): The City of Greensboro and the Greensboro Police Department recognizes that making police officers available to Secondary Employers (private employers), for security purposes provides an additional level of crime prevention, a reduction in calls for service, and relationship development with the community that is mutually beneficial to all participants. The City of Greensboro ("City") hereby solicits and invites proposals from qualified Companies and Businesses ("Contractor"), with proven experience and expertise, to submit a response to the requirements outlined in this RFB, for Administration of Off Duty Police Officer Secondary Employment Services for the Greensboro Police Department
For this Event The Contractor will handle extra duty officer service requests, schedule all approved officers, manage all details for officers and complete all other administrative aspects of the program. Additionally, the Contractor will provide payment to the officers.

The Contractor will provide the administrative services for the set up and management of the program, invoices to customers and regular reports to be used by the City for analysis of extra duties provided by Police Officers. Contractor will issue appropriate 1099 tax forms to individual Officers.

Period and Terms of Contractual Agreement: The selected Contractor(s) will enter into a contract service agreement with the City to cover the proposed scope of work outlined in Section (2) two of this RFP. The contract term will be for three years. Services shall begin approximately on July 1, 2021 through June 30, 2024.

Selection Process: After the close of this RFB, Contractor proposals will be reviewed and evaluated for responsible and responsive submissions, and that all proposals have the required documents as outlined in the RFP (if required). The selection of award will be made in part based on Contractor meeting the requirements established in this request for proposals and the best value, including submittal of lowest unit pricing per Off Duty Officer hour that the Contractor will charge the Customer, as well as a review of the Scope of Services offered by each contractor. The City may engage in discussions with any potential Contractor prior to final determination and award

Minimum Requirements: Contractors must meet the minimum specifications and requirements contained in the RFP. Contractors are required to acknowledge all exceptions to the minimum specifications, terms and conditions in their proposals. Failure to do so may result in the response being deemed nonresponsive.

Commercial Professional Liability Insurance: Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars ($3,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A- VII or higher in Best's Guide. The City shall be named as additional insured and an additional insured endorsement form must be attached to the certificate.

Contractor must:

- Meet the minimum insurance requirements
- Must provide a minimum of two (2) referencews of like size job and scope of work that your company has provided services for with current contact information.
- Contractor must have at least one (1) or more years experience in providing all aspects of service as defined in the specifications of this RFP
- Contractors must submit a consice letter of interest.
- Must submit the required information and documents listed under the Submittal Requirements of this RFP
- Complete the appropriate M/WBE forms and submit with your response

RFP Questions: Questions regarding this event may be submitted through the Greensboro Electronic Purchasing System ("GePS") no later than March 23, 2021 @ 2:00pm.

Rights of the City: As a result of this RFP, the City reserves the right to accept or reject any and all proposals received in whole or in part, to waive minor technicalities, or to negotiate with all responsive and responsible Contractors. The City also reserves the right to request financial documentation such as, independently audited financial statements, most recent Tax returns, or profit and loss statements before award of this contract.

Rights of the City – Multiple Awards: The City reserves the right to award contract(s) in whole or in part, whichever is in the City's best interest as it determines in its sole discretion. The City of Greensboro reserves te right to award multiple contracts with the intent to provide service coverage based on geographic areas or other methods by which the city service area may be subdivided.

Due Date: Submittals in **response to this RFP are due to the City's Procurement Services Division through GePS no later than March 31, 2021 @ 2:00pm** by the City's server for electronic submittal. Although the City tries to maintain continuous access to the GePS website, service may be interrupted. Therefore, suppliers are encouraged to submit proposals 24 hours prior to the bid closing. An unsubmitted bid is not acceptable.

Submission and Response Schedule

RFP Issuance	March 10, 2021
Questions and Answers Period Open Questions and Answer Period Closes	March 10, 2021 March 23, 2021 @ 2:00pm
RFP Submission Period Ends	March 31, 2021 @ 2:00pm
Anticipated Contractor(s) Award Notification	April 22, 2021
Anticipated Contract Executed Date	May 12, 2021
Anticipated Start Date(s) may vary	July 1, 2021
Council Approval maybe required for some services	

SECTION 2
SCOPE OF SERVICES

1. Contractor must provide technical support for system integration and complete administration of all extra duty police details that include the following:

   - Initial set up and knowledge transfer,
   - Handle requests for service & other off duty officer customer interaction
   - Scheduling work,
   - Payroll,
   - Invoicing,
   - Financing accounts payable,
   - Collecting payments,
   - Completing weekly/monthly reports.

2. Contractor must engage with individuals, representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (referred to herein as "Customers").

   - Via phone,
   - Website interaction or email to explain program rules and rates,
   - Vet new customers per department's guidelines,
   - Execute the new customer process,
   - Receive requests for extra duty details,
   - Confirm extra duty details, gather & communicate any related pertinent information and feedback.

3. Contractor must provide the administrative personnel to handle the administration of extra duty details. The administrative personnel will provide the complete administration of the extra duty details. This includes but is not limited to:

   - Handling all requests for service,
   - Scheduling all details,
   - Invoicing and collecting payment from customers,
   - Providing payment to officers,
   - Completing weekly and monthly reports.

4. Contractor must supply at least one primary and at least one secondary extra duty coordinator for engaging with customers over the phone on a 24/7 basis.
   In the event no extra duty coordinator is available to field an incoming customer call, the customer shall receive on-call messaging of wait times and call back/ voicemail options. Contractor must field all incoming extra duty queries and requests from customers including providing a local or toll- free number for such purposes.

5. Contractor must schedule extra duty details with department personnel in a manner consistent with department rules and communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

6. Contractor must provide a technology infrastructure which has the capability to perform the following tasks:

   - Communicating detail opportunities to officers, awarding detail opportunities;
   - The ability to enable recurring customers to submit detail requests online
   - Input for the generation and documentation of weekly officer extra duty paychecks;
   - The generation and documentation of invoices to the Customers;
   - The collection and documentation of payments made by the Customers; with the preference to be able to digitally transfer/upload extra duty hours worked by officers into the department's timekeeping system – workforce telestaff;
   - The ability to upload officer's regular duty work schedules into the contractor's software.

7. Contractor must provide management reports, specifying hours worked by location, customer, and officer by pre-specified time period.

8. Contractor must remit payment for details worked to Officers or Department at a minimum of a weekly schedule regardless of when payment is collected from customers.

9. Contractor must have the ability to remit payment to Officers directly and provide Officers with appropriate 1099 forms at each year end.

10. Contractor will also have the ability to remit detail payments to the department in the event department desires to pay officers directly.

11. Contractor shall administer the program in accordance with City policies, Police Department policies, and Off Duty Program Rules and Guidelines (see attachments), all of which are subject to change at the discretion of the City. Written updates shall be provided to the Contractor as changes occur.

12. This contract is in accordance with these policies and provides no change in the manner in which extra duty details are distributed to officers.

13. Contractor shall provide transitional training to customers on the scheduling and management software.

Scheduling:

The City will provide a list of approved officers and guidelines for the approval of customers and details

The City will provide the Contractor with rules and regulations related to the manner in which the officers should be scheduled. Police officers shall not engage in extra-duty employment that interferes. conflicts with, or brings discredit to the Greensboro Police Department or is managed outside of the extra duty program specified within this document.

Contractor must utilize detail scheduling and management software which will enable:

1. Officers to view open details and their scheduled details either from a laptop, tablet, desk top or mobiledevice.
2. Reminder online outreaches to Officers regarding details they've signed up for.
3. Individual detail-level check-in and check-out capture in an online, preference with GPS capability documented manner.
4. Extra duty detail reporting including but not limited to: calendar format scheduling. details summarized by time period, customer, Officer, or detail type.
5. Ability to award details on a "first come first served" basis, points systems, seniority or number of extra duty hours or details worked in prior week, month, quarter or year.

Training on how to use the scheduling and management software must be provided to the officers.

Payment Processing:

On a weekly basis, the Contractor will run a report that captures all of the hours submitted by the officer and verified by the customer.

The pay period will occur weekly or bi-weekly according to the needs of the department. Payment will be directly deposited into the officer's bank account.

Officers are paid in full each pay period, regardless if the customers pay their invoices.

Contractor must compile total annual hours worked by each officer and provide each officer with a 1099 tax form in a timely manner for all officers who have provided I-9 and W-4 forms to the Contractor.

The form must provide officers with their gross annual income from the services rendered under the program; it is understood that the officers are working as independent contractors and are not employees of the Contractor.

It is the responsibility of each officer to report all income from extra duty service with the filing of his/her tax return.

Customer Payment and Billing:

Contractor shall accept the risk of all customers and shall finance the weekly payment of officers regardless of the length of time for Customer payment for these services.

Contractor shall accept all Customer credit risk and finance, at sole cost to the Contractor, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of payroll and administrative fee payments Contractor must pay City

Contractor shall provide to the City for approval: customer payment terms that address net days payment terms, guidelines for establishing customer credit-worthiness, and extension of credit to customers.

Contractor shall follow up on invoice collectons in a manner agreed upon with department leadership

The Contractor may require advanced payment by customers who are deemed credit risks or choose to invoice customers on a weekly basis. Contractor is responsible for all invoice collection.

Reports:

The Contractor will provide the following reports to the City each week for the previous week:

- Invoice register
- Officer reports - hours worked, location and Customer

Charges and Payments:

For the management, services, receivable financing and for police officers' service each week, the Contractor will charge the Customer an hourly rate for extra duty details

Hourly rates that Contractor will charge shall be submitted in Contractor's response.

Payment of Fees to City:

Payment shall be made monthly by the Contractor to the City within 30 calendar days of the end of each month for all services provided during the preceding month. Supporting documentation shall include time sheets or time reports for hours worked. Payments shall be calculated in accordance to the hourly administrative fee set by the City.

Payment Rates:

Payment rates for payments to Off Duty Officers and the Greensboro Police Department are established by the City of Greensboro on an hourly basis and are not negotiable. Contractor will charge an hourly rate for regular pay. See Section (3) Submittal of Pricing.

Review:

The Contractor must permit the City to review, at any time, all work performed under the terms of Agreement at any stage of the work.

Books and Records:

The Contractor will maintain or cause to be maintained all records, books, or other documents relative to date and time of job assignments, name of police officers assigned to jobs, all billing invoices, extra duty business contracts, etc. in accordance with the records retention schedules described herein

Records Retention

Contractor must keep a complete and systematic records of all services purchased by City. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Contractor on behalf of City, any financial records, procedures and such other documentation pertaining to Contractor's performance under this Agreement. Contractor shall preserve all records for a minimum of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Contractor shall suspend destruction of such records as requested by City or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, City shall have the right to inspect, copy and audit those records identified in this Section 5.b.iv during regular business hours. THIS RIGHT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INSPECT, COPY AND AUDIT ANY RECORDS THAT MAY PERTAIN TO INVOICE RECORDS, CONTRACTS WITH THIRD PARTIES, PAYMENTS RELATING TO THIS AGREEMENT, AND CORRESPONDENCE.

Responsibilities of the Contractor

1. While at the facilities of City, Contractor and its staff shall observe and follow the work rules, policies and standards of City including but not limited to City's rules, policies and standards relating to security of and access to City's facilities; telephone information and intellectual property.
2. Contractor shall make available to City periodically upon request, work products and other information as may be necessary to enable City to verify that Contractor is proceeding in accordance with any general specifications.
3. Contractor shall appoint a member of its staff to be the single primary responsible individual for delivering Contractor's services.
4. Contractor shall manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner.
5. Contractor shall provide department leadership with appropriate reporting and transparency into the program on an on-going basis.
6. The Contractor shall collect, from Customers, and pay to the City, any administrative fees specified by the City in a cadence mutually agreed upon

Responsibilities of the City:

1. City Police Officers working off duty details are acting as official City police officers and shall conduct themselves in the manner that they are required in their performance of work as official City police officers.
2. The Greensboro Police Department shall address any complaints or concerns regarding the conduct of Off Duty Officer's work under this contract for Off Duty Police Officer's Secondary Employment Administration.
3. The City shall make available to Off Duty Officers their City issued Police equipment including uniform, badge, gun, radio and vehicle.
4. The City will provide the Contractor with a list of approved officers for this program, a list of approved users and guidelines for this work.
5. The City will provide the Contractor with written changes to the rules, guidelines, and any other documents used to manage these services in writing as they occur.

Prohibited Activities

Secondary Employer agrees that it will not engage City's police officers in any of the following activities

1. Secondary employment that would: reflect negatively or unfavorably upon the Greensboro Police Department or the officer; impair the operational efficiency of the Greensboro Police Department; or adversely affect the Greensboro Police Department;
2. Secondary employment that presents a real, potential, or apparent conflict of interest between the officer`s duties as a Greensboro Police Department employee and their duties for the Secondary Employer;
3. Secondary employment at topless bars, x-rated video or bookstores, adult entertainment establishments or any other establishments: that sell merchandise of a sexual or pornographic nature as the primary source of revenue; that otherwise provide entertainments or services of a sexual nature;
4. Secondary employment requiring officers to serve: as a process server; bail bondsman; property re-possessor; bill collector; or any other employment in which police authority might tend to be used to collect money or merchandise for private or commercial purposes;
5. Officers are prohibited from acting as private protective service providers as described in NCGS 74C-3. (includes but is not limited to: Private detective or private investigator, armored car profession, detection of deception examiner, security guard, electronic countermeasures profession, etc.)
6. Secondary employment that would require the protection of management, employees, or property during a strike or labor dispute;
7. Secondary employment that would require an officer to travel outside of the corporate limits of City unless previously approved by the Commanding Officer of the Resource Management Division

8. Secondary employment that requires officers to enforce policies and procedures that are not violations of law;
9. Secondary employment requiring officers to regulate entry into any facility or venue;
10. Secondary employment requiring officers to check identification and/or entry tickets, operate metal detectors, or perform searches of people coming into a business or event;
11. Secondary employment requiring officers to initiate or otherwise authorize the towing of any vehicle from private property unless that vehicle is perceived to be stolen;
12. Secondary employment requiring officers to perform any tasks/duties during the officer's regular duty hours;
13. Secondary employment requiring officers to perform any non-law enforcement related duties;
14. Secondary employment requiring officers to serve alcoholic beverages; or Secondary employment requiring officers to conduct traffic direction so as to inhibit or alter the normal flow of traffic on a public street for the purpose of facilitating traffic flow into or out of private parking lots or driveways unless necessitated by unforeseen public safety needs or previously approved by the Commanding Officer of the Resource Management Division

Cancellation

By Contractor

Contractor may cancel the Secondary Employment assignment without incurring a cancellation fee provided that it gives notice to the Secondary Employment Coordinator at least twenty-four hours before the start of the assignment.

If the Contractor fails to give the required notice, it will be responsible for paying a cancellation fee of three hours of compensation to each of the assigned officers at the Tier rates set

By City

City may cancel the Secondary Employment assignment for any reason provided that it gives Contractor twenty-four hours notice. Additionally, City may cancel the Secondary Employment assignment with less than twenty-four hours notice if City determines that manpower is insufficient to fulfill the assignment and/or the officer(s) scheduled to work the assignment are required for active duty. The parties acknowledge that City does not guarantee that officers will appear as scheduled. Furthermore, it is understood that City assumes no liability as a result of an officer's failure to appear as scheduled.

Workers' Compensation

Normally, the City will not accept a workers' compensation claim from an officer injured performing secondary employment. However, City may accept a workers' compensation claim from an officer performing secondary employment if the officer was injured while performing a law enforcement duty (e.g., effecting the arrest of an offender who has committed a criminal act in their presence.) Denied workers' compensation claims may be covered by the officer's personal medical plan.

Compensation Paid for Police Services

Contractor agrees to the hourly rate structure set forth for each Tier. The City reserves the right to alter the hourly rate structure set forth in each Tier at any time, provided the Contractor is provided with thirty (30) days notice of the new hourly rate structure.

The rates set forth include officer compensation, city administration fee and Contractors administration fee.

The Customer has the discretion to decide the hourly compensation rate for Police Officers from the "Tier" options set forth.. The rate will apply to all Police Officers assigned to the job or event. As a general rule, five (5) or more Police Officers will require a Police Supervisor, and three (3) or more Police Supervisors will require a Police Commander. Actual staffing requirements will be at the discretion of the Commanding Officer of the Resource Management Division.

Police Supervisors must be paid a minimum of $5/hour more than Police Officers assigned to the same job or event except when Police Officers are paid at the Tier 4 rate..

Police Commanders must be paid a minimum of $5/hour more than Police Supervisors except when Police Supervisors are paid at the Tier 4 rate.

SECTION 3
SUBMITTAL OF PRICING AND AWARD PROCESS

Submittal of Pricing

All fees must be entered into the GePS event under the Lines Tab. See attachment A for a Sample of the Event Line for submitting Fees/Pricing to be provided and the Officer Tier's.

Evaluation and Award:.

Contractor must meet all requirements and the minimums listed in the RFP and attached appendices. All responsive proposals will be evaluated against the exact same set of criteria, and will be provided a "score" for each category in the evaluation. A sample of the evaluation matrix criteria may be reviewed under the Events Attachments Tab. An evaluation team will use the matrix to evaluate all responsive proposals. The City may engage in discussions with any potential Contractor prior to final determination and award. The City reserves the right to award contract(s) in whole or in part, whichever is in the City's best interest as it determines in its sole discretion.

SECTION 4

SUBMISSION OF BID REQUIREMENTS

Contractors must submit the following information with their response.

(Failure to do so may result in your response being found non-responsive)

Provide at least (2) references of similar size and scope of work projects with current contact information, who can discuss the contractors work performed.

Submit the appropriate M/WBE Forms (see attached and incorporated herein by reference affidavits) and submit with their response.

Concise Letter of Interest:

A concise letter of interest that must include the following

1. **Contractor Information**
   The name and address of the Contractor and the states in which Contractor is incorporated and chiefly located.
2. **Date of Business Establishment**
   Contractor shall provide the date on which their business enterprise was originally established.
3. **Principals Authorized to Conduct Negotiations**
   The name, address, telephone number, and e-mail address of the designated contact and principals authorized to conduct negotiations for the Business Enterprise.
4. **Contractor's Interest in Performing Services**
   A brief description of the Contractor's interest in performing and understanding of the required services.
5. **Previous Experience and Qualifications with Proposed Services**
   Description of previous experience with the proposed.
6. **Statement of the Contractor's Understanding of the Scope of Work & Approach to the Project**
   Contractor shall attach to the letter of interest, preferred not to exceed 3,000 words that describes the Contractor's understanding of the project objectives, the type Technical support for system integration and the Technology Infrastructure for the administration of all extra duty police details, including the scheduling and management software the contractor utilizes.
   Your method of approach to engage with Customers, handling Customer request, vetting of potential Customers, confirming duty details.

M/WBE Policy Statement

It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes the counties of Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

M/WBE Commercial Nondiscrimination Policy

"The undersigned Respondent hereby certifies and agrees that the following information is correct:

In preparing its response, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1."

Respondents that are certified M/WBE Prime Bidders will be awarded 10 (ten) evaluation points or Respondents that use certified M/WBE firms on their teams will be awarded 5 (five) evaluation points on a sliding scale based upon the level of M/WBE participation it has on the team. A maximum of ten Points may be received for this criteria. The following certified Minority Group Members and/or women: African-American, Hispanic American, Native

American, Asian American and non-Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) https://ncadmin.nc.gov/businesses/hub/hub-certification or

NC DOT North Carolina Department of Transportation https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Business.aspx **and** satisfies the City's eligibility requirements.

If a Respondent subcontracts any portion of the contract to M/WBEs, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work Without Subcontracting.

For questions about the City's eligibility requirements or the M/WBE Program, contact the M/WBE Office at (336) 373-2674 or via email at mwbegso@greensboro-nc.gov.

Event 10068

Attachment A

SUBMITTAL OF PRICING

Hourly Rate: Pricing shall be submitted as a regular rate per hour. Prices shall be entered into the GePS event under the Lines Tab.

Contractor's Hourly Administrative Fee = $ _____
(*Billed to Contractor's customers and paid to the Contractor*)

Off-duty Officers are paid on a Tier system.
The Customer decides which Tier to pay the officer at and the Officers Tier's are below:

The Department will be implementing a gradual Tier increase effective July 1, 2021 and the Tier will increase again on January 1, 2022.

Effective July 1, 2021 the Officers Tier's will be:

Tier 1
Officer's Regular Hourly Pay Rate = $30.00
Tier 2
Officer's Regular Hourly Pay Rate = $35.00
Tier 3
Officer's Regular Hourly Pay Rate = $40.00
Tier 4
Officer's Regular Hourly Pay Rate = $45.00

Effective January 1, 2022 the Officers Tier's will be:

Tier 1
Officer's Regular Hourly Pay Rate = $35.00
Tier 2
Officer's Regular Hourly Pay Rate = $40.00
Tier 3
Officer's Regular Hourly Pay Rate = $45.00
Tier 4
Officer's Regular Hourly Pay Rate = $50.00

The City fee is:
City's Hourly Administrative Fee = $2.00,
(Billed to Contractor's customers and paid to the City)

Event 10068

Off Duty Police Secondary Employment Administrator Matrix

Category Max Points	Scoring Criteria	Awarded Points
35	**Technical Support & Technology Infrastructure** Technical Support & Technology Infrastructure offered for system integration and competition of Administration of all extra duty details, including communicating with Officers & Customers, generation of reports, ability to digitally transfer/upload documentation of schedules, etc. Excellent = 27-35 points Good = 18-26 Points Fair = 9-17 Points Poor = 1-8 Points	
15	**Customer Administration** Approach to engage with Customers who wish to hire officers, request from customers, vetting of customers, confirm duty details, etc. Excellent = 12-15 points Good = 8-11 Points Fair = 4-7 Points Poor = 1-3 Points	
10	**References** Timeliness ,Quality of work, Customer Service, Similar experience Additional comments Excellent = 8-10 points Good = 6-8 Points Fair = 4-6 Points Poor = 1-3 Points	
25	**Lowest Contractors Regular Hourly Administrative Fee** (Billed to Contractors Customers and paid to Contractor) Excellent = 19-25 points Good = 13-18 Points Fair = 6-12 Points Poor =1- 5 Points	
10 *5*	**MWBE** M/WBE Contractor = 10 points Subcontracting with an MWBE = 5 points	
5	**Local Preference** Meets Local Preference Policy = 5 points	
100	**Total Possible Maximum Points**	

Affidavit E1 **Statement of Intent to Perform work without Subcontracting**

We,_____, hereby certify that it is our intent to perform 100% of the work required for the_____Contract.

(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.

2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

Date_____Name of Authorized Officer _____

Signature _____ Title _____

State of_____County of _____

Notary Public_____My commission expires _____

SEAL

Affidavit C1 – **Subcontractor Utilization Commitment**

Name of Prime Contractor: _____ Project Name: _____

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
				Total NON-M/WBE Utilization Commitment	
				Total MBE Utilization Commitment	
				Total WBE Utilization Commitment	

***Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).*

(Submit Additional pages, if necessary)

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date _____ Name of Authorized Officer _____

Signature _____ Title _____

State of _____ County of _____

Notary Public _____ My commission expires _____

SEAL

Terms and Conditions for Goods & Services

1. The City of Greensboro (the "City") reserves the right to evaluate all Bids or Proposals ("Bids"), especially where there is a wide range in specifications and to make the award in the best interest of the City of Greensboro. The City also reserves the right to award in whole or in part.
2. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
3. The City reserves the right to reject any and all Bids.
4. Upon request, information concerning award can be obtained from the Procurement Services Division at 336.373.2192.
5. All request for electronic responses must be submitted electronically, if required, via the City of Greensboro e-Procurement system (GePS). The system is accessible at the City of Greensboro Website: Greensboro e-Procurement Site Bidder shall state in the Bid response: the delivery time for supplies and materials and/or completion date for services or construction. To be considered, the Bids shall be submitted electronically by the specified close time (EST) stated in the Bid. If a Bidder does not wish to submit a Bid but desires acknowledgement of receipt for the request, the Bidder shall submit a "no Bid" response utilizing the City's GePS. Request for Bids may be requested through the mail or hand delivery. This information will be detailed in the specifications provided. The City assumes no responsibility or liability if and when providing technical assistance to a Bidder. Bidder agrees and assumes full responsibility for their response and the response submission. No technical assistance shall be provided by the City after 5:00 PM (EST) of the day prior to the submittal date. Bidder registration assistance however, will always be provided.
6. The City of Greensboro is not exempt from North Carolina State Sales Tax. Bidder assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. Bidder shall pay any and all gross receipts, compensation, transaction, sales, use, or other taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Bidder may charge the City only for those taxes that are set forth as a separate line item or on the face of a purchase order. The City is exempt from Federal Excise Tax. If the invoice contains FET, it must be shown as a separate line item on the invoice. Tax Exemption Certificates will be furnished upon request. SALES TAX: North Carolina state sales tax and Guilford County sales tax. Purchases for resale will be made using Sales Tax Exemption No. 703-2-041-20564.
7. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment or a person needing handicap or any special type of accommodations, desires to attend a pre-Bid conference, public Bid opening, or desires to meet with the Procurement Services Division (336.373.2192), Procurement Services should be notified at least two (2) business days in advance. Reasonable accommodations for that person will be arranged.
8. Bidder agrees to not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
9. The City promotes equal opportunity through the Greensboro Minority and Women Business Enterprise Program and encourages Minority and Women Business Enterprises ("M/WBEs") to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business ("HUB") Certification Program. Bidder may read about the HUB Certification program at the HUB Certification web site. Bidders must also register in the North Carolina State online Interactive Purchasing System Electronic Vendor Registration system. An e-mail address is required to register.
   Completion of the HUB Statewide Uniform Certification Application is required to become a HUB Certified Business. The online application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2425.
10. The acceptance of these terms by the Bidder is held to be a mutual agreement as to each and every clause of this Bid and the terms hereof and certifies that the Bid is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The Bidder also certifies that the Bid made herein is without any connections with any other person or persons connected in any official capacity with the City of Greensboro, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
11. In making this Bid, it is understood and agreed that the conditions set forth in the advertisement for Bids, instructions to Bidders, terms and conditions, and specifications together with the Bid shall form a part of and be construed with the contract made under the same. By virtue of submitting a Bid, Bidder agrees to all terms and conditions.

12. The City's Procurement Services Division only solicits Bids through GePS and the NC State IPS site. The City will be held harmless to any solicitation by any other form of media.
13. It is the Bidder's responsibility to make sure that their Bid is thoroughly completed and properly "Submitted" through the e-procurement system. A Bid that is in "Draft" status does not constitute a viable Bid. Bidders can check the status of their Bid through the "My Responses" tab at the sign-on screen. Each event's status is located to the far right of the event number. If an event is in "Draft" status it must be changed to a "Submitted" status or it will not show, or be considered, a received Bid by the City.
14. Purchase Order and/or Contract number must appear on all invoices.
15. Formal Bids apply to purchases of equipment, supplies, and material $90,000.00 and above. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
16. Informal Bids apply to purchases of equipment, supplies and material $30,000.00 to under $90,000.00. Bids are due at the close time designated in the Bid event (Eastern Standard Time). Informal Bids submitted are not subject to public inspection until a contract is awarded.
17. Quick Events apply to purchases of equipment, supplies and material under $30,000.00. Quick Events are typically awarded in an expeditious manner. Award will be made at the time and in the best interest of the City of Greensboro, not necessarily on the basis of lowest, responsible, responsive bidder.
18. Standards of award for goods: According to North Carolina General Statute 143-131 (informal) and 143-129 (formal), the award of the Bid shall be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials.
19. Standards of award for services: the award of the Bid may be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials, or the award of the Bid may be made based on best value. The standard of awards for services will be stated within the Bid.
20. If this request for Bid is for a Service, the contract term, and/or option year(s) if any, will be provided within the Bid specifications. If this request for Bid is for a Good, additional units of the same description can be purchased by the City at the same price as the original Bid if both the Bidder and the City agree in writing.
21. If this request for Bid is for a service the Bidder shall secure, before delivery of any services hereunder, Commercial General Liability insurance in an amount not less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City. Bidder shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example available). All Certificates of Insurance will require thirty (30) days written notice by the insurer or Bidder's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Bidder shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Bidder to provide such notice, Bidder assumes sole responsibility for all loses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Bidder for each subsequent renewal period of the contract. The City shall be named as an additional insured on the Bidder's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Bidder will also secure its general liability insurance from an "A" rated insurance company licensed by the North Carolina Department of Insurance and acceptable to the City. The Bidder will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Bidder fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.
22. In addition to the insurance required in the preceding paragraph (#21), if Bidder performs services hereunder, Bidder shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements; and (2) Commercial Automobile Liability Insurance with limits of no less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this Purchase Order. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City.
23. In the event that the performance of work under this contract requires driving of City vehicle, Bidder must maintain bodily injury and property damage insurance for any owned, hired and/or non-owned vehicles used in the performance of this agreement. The policy shall be endorsed to include the following additional insured language: The City shall be named "Designated Insured" on the Bidder's Automobile Liability insurance policy.
24. If any items in any invoices submitted by the Bidder are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Bidder of dispute and request clarification and/or remedial action. After the dispute has been settled, the Bidder shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed

item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.

25. In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non-appropriation occurs the contract shall automatically expire without penalty to the City.
26. This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
27. Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Bidder agree to accept the remaining terms and conditions.
28. Bidder does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of the Bidder's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.
29. Terms of Payment: The City's standard payment terms are Net 30 days unless otherwise agreed upon. In performance of the duties and responsibilities, and the scope of work as defined in this Contract, invoices for payment of services or commodities shall be based on fees as provided for in the attached documentation. Payments will be based on services completed or product delivered.
30. The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.
31. Prior to the performance of any work not detailed by the City's Bids, the City and Bidder will establish a fair market rate for the performance of such services prior to the performance of such services. This Contract will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Contract.
32. Should any part of these terms and conditions or Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.
33. The City may terminate this Purchase Order or Contract for convenience at any time by providing one (1) day written notice to Bidder. The City may terminate this Purchase Order or Contract or any part thereof effective immediately upon the giving of written notice of termination for cause if Bidder violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this Purchase Order or Contract, or if the City determines that Bidder will not be able to deliver or perform due to insolvency or other reason.
34. Should Bidder fail to comply with the terms of this contract, Bidder, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Bidder fail to remedy the default, the Contract shall be terminated immediately upon the expiration of the remedial period.
35. The City requires all Bidders providing supplies and/or service to the City to maintain a drug-free workplace. Upon request the Bidder shall provide documentation to support this certification.
36. Bidder agrees to have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Bidder further agrees that in the performance of this Contract, no person having any such interest shall be employed.
37. No person associated or in conjunction with this Bid may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter: I. Who is an employee, an agent, a Bidder, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and; II. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or III. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.
38. This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
39. Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Bidder believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Bidder shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure

to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and Bidder will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Bidder objected. Bidder will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Bidder's objection to the release of the public records. Bidder will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Bidder's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

40. In the event that subcontracting is allowed by the City, Bidder shall ensure that steps are taken in accordance with the City's M/WBE Program to assure equal opportunity to subcontractors.
41. Bidder shall not assign or transfer any interest in this Contract without the prior written approval of the City.
42. The Parties in this Contract agree that Bidder is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Bidder is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.
43. In the performance of the work contemplated in this Contract, Bidder is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this Contract must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.
44. Bidder agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City. Evidence of Insurance, license, and certification requirements shall be provided to the City's Procurement Services Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.
45. The Bidder certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Bidder also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
46. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 et. seq. and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
47. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G S. 147-86.81 and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by the Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
48. In making this Bid, Bidder understands and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.

This space is left blank intentionally

City of Greensboro
North Carolina

Financial & Administrative Services Department
Procurement Services Division

REVENUE SERVICE CONTRACT AGREEMENT

POLICE DEPARTMENT

City of Greensboro
PO Box 3136
Greensboro, NC 27402-3136

CONTRACTED VENDOR

Hart Halsey LLC dba Extra Duty Solutions
1 Waterview Dr
Shelton, CT 06484
rmilliman@extradutysolutions.com

CONTRACT INFORMATION

Contract Number: 2021-10879
Estimated Annual Revenue Amount: $366,634.40
Estimated Contract Lifetime Revenue Amount: $1,099,903.20
Contract Description: Off Duty Police Secondary Employment Administrator
Contract Term: July 1, 2021 - June 30, 2024

This contract is made and entered into on the date signed by and between the **City of Greensboro**, a municipal corporation of the State of North Carolina (herein referred to as the **CITY**) and **Hart Halsey LLC, dba Extra Duty Solutions** herein referred to as **Hart Halsey LLC, dba Extra Duty Solutions**

WITNESSETH:

The City's **POLICE DEPARTMENT** has requested responses from qualified companies to provide Off Duty Police Secondary Employment Administrator; and

Whereas, **HART HALSEY LLC, dba Extra Duty Solutions** has demonstrated prior experience and performance in providing such product/services and has submitted a response to provide such product/services in accordance with the following attachments, which are attached hereto and incorporated herein:

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

PRODUCT/SERVICES RENDERED

In consideration of the monetary payment hereinafter described, **Hart Halsey LLC, dba Extra Duty Solutions** will provide Off Duty Police Secondary Employment Administrator services. Such product/services shall be performed and charged for in accordance with the enclosed attachments.

Attachments: **Hart Halsey LLC, dba Extra Duty Solutions** Submitted Response (Statement of Qualifications, Quotes, Proposal, Information, etc. and related attachments including City issued solicitations)

Hart Halsey LLC, dba Extra Duty Solutions and City mutually agree to the following:

1 **PSD T&C's for Goods & Services**
   a) **PSD T&C's for Goods & Services**
      Terms and conditions for goods and services

Terms and Conditions for Goods & Services

1. The City of Greensboro (the "City") reserves the right to evaluate all Bids or Proposals ("Bids"), especially where there is a wide range in specifications and to make the award in the best interest of the City of Greensboro. The City also reserves the right to award in whole or in part.
2. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
3. The City reserves the right to reject any and all Bids.
4. Upon request, information concerning award can be obtained from the Procurement Services Division at 336.373.2192.
5. All request for electronic responses must be submitted electronically, if required, via the City of Greensboro e-Procurement system (GePS). The system is accessible at the City of Greensboro Website: Greensboro e-Procurement Site. Bidder shall state in the Bid response: the delivery time for supplies and materials and/or completion date for services or construction. To be considered, the Bids shall be submitted electronically by the specified close time (EST) stated in the Bid. If a Bidder does not wish to submit a Bid but desires acknowledgement of receipt for the request, the Bidder shall submit a "no Bid" response utilizing the City's GePS. Request for Bids may be requested through the mail or hand delivery. This information will be detailed in the specifications provided. The City assumes no responsibility or liability if and when providing technical assistance to a Bidder. Bidder agrees and assumes full responsibility for their response and the response submission. No technical assistance shall be provided by the City after 5:00 PM (EST) of the day prior to the submittal date. Bidder registration assistance however, will always be provided.
6. The City of Greensboro is not exempt from North Carolina State Sales Tax. Bidder assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. Bidder shall pay any and all gross receipts, compensation, transaction, sales, use, or other taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Bidder may charge the City only for those taxes that are set forth as a separate line item or on the face of a purchase order. The City is exempt from Federal Excise Tax. If the invoice contains FET, it must be shown as a separate line item on the invoice. Tax Exemption Certificates will be furnished upon request. SALES TAX: North Carolina state sales tax and Guilford County sales tax. Purchases for resale will be made using Sales Tax Exemption No. 703-2-041-20564.
7. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment or a person needing handicap or any special type of accommodations, desires to attend a pre-Bid conference, public Bid opening, or desires to meet with the Procurement Services Division (336.373.2192), Procurement Services should be notified at least two (2) business days in advance. Reasonable accommodations for that person will be arranged.
8. Bidder agrees to not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
9. The City promotes equal opportunity through the Greensboro Minority and Women Business Enterprise Program and encourages Minority and Women Business Enterprises ("M/WBEs") to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business ("HUB") Certification Program. Bidder may read about the HUB Certification program at the HUB Certification web site. Bidders must also register in the North Carolina State online Interactive Purchasing System Electronic Vendor Registration system. An e-mail address is required to register.
   Completion of the HUB Statewide Uniform Certification Application is required to become a HUB Certified Business. The online application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2425.
10. The acceptance of these terms by the Bidder is held to be a mutual agreement as to each and every clause of this Bid and the terms hereof and certifies that the Bid is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The Bidder also certifies that the Bid made herein is without any connections with any other person or persons connected in any official capacity with the City of Greensboro, and that no person or persons acting in such capacity are directly or indirectly interested herein

or in any of the profit arising or anticipated from this transaction.

11. In making this Bid, it is understood and agreed that the conditions set forth in the advertisement for Bids, instructions to Bidders, terms and conditions, and specifications together with the Bid shall form a part of and be construed with the contract made under the same. By virtue of submitting a Bid, Bidder agrees to all terms and conditions.
12. The City's Procurement Services Division only solicits Bids through GePS and the NC State IPS site. The City will be held harmless to any solicitation by any other form of media.
13. It is the Bidder's responsibility to make sure that their Bid is thoroughly completed and properly "Submitted" through the e-procurement system. A Bid that is in "Draft" status does not constitute a viable Bid. Bidders can check the status of their Bid through the "My Responses" tab at the sign-on screen. Each event's status is located to the far right of the event number. If an event is in "Draft" status it must be changed to a "Submitted" status or it will not show, or be considered, a received Bid by the City.
14. Purchase Order and/or Contract number must appear on all invoices.
15. Formal Bids apply to purchases of equipment, supplies, and material $90,000.00 and above. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
16. Informal Bids apply to purchases of equipment, supplies and material $30,000.00 to under $90,000.00. Bids are due at the close time designated in the Bid event (Eastern Standard Time). Informal Bids submitted are not subject to public inspection until a contract is awarded.
17. Quick Events apply to purchases of equipment, supplies and material under $30,000.00. Quick Events are typically awarded in an expeditious manner. Award will be made at the time and in the best interest of the City of Greensboro, not necessarily on the basis of lowest, responsible, responsive bidder.
18. Standards of award for goods: According to North Carolina General Statute 143-131 (informal) and 143-129 (formal), the award of the Bid shall be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials.
19. Standards of award for services: the award of the Bid may be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials, or the award of the Bid may be made based on best value. The standard of awards for services will be stated within the Bid.
20. If this request for Bid is for a Service, the contract term, and/or option year(s) if any, will be provided within the Bid specifications. If this request for Bid is for a Good, additional units of the same description can be purchased by the City at the same price as the original Bid if both the Bidder and the City agree in writing.
21. If this request for Bid is for a service the Bidder shall secure, before delivery of any services hereunder, Commercial General Liability insurance in an amount not less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City. Bidder shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example available). All Certificates of Insurance will require thirty (30) days written notice by the insurer or Bidder's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Bidder shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Bidder to provide such notice, Bidder assumes sole responsibility for all loses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Bidder for each subsequent renewal period of the contract. The City shall be named as an additional insured on the Bidder's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Bidder will also secure its general liability insurance from an "A" rated insurance company licensed by the North Carolina Department of Insurance and acceptable to the City. The Bidder will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Bidder fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.
22. In addition to the insurance required in the preceding paragraph (#21), if Bidder performs services hereunder, Bidder shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements; and (2) Commercial Automobile Liability Insurance with limits of no less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this Purchase Order. Bidder shall produce an insurance certificate evidencing such coverage

upon request by the City.

23. In the event that the performance of work under this contract requires driving of City vehicle. Bidder must maintain bodily injury and property damage insurance for any owned, hired and/or non-owned vehicles used in the performance of this agreement. The policy shall be endorsed to include the following additional insured language: The City shall be named "Designated Insured" on the Bidder's Automobile Liability insurance policy.
24. If any items in any invoices submitted by the Bidder are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Bidder of dispute and request clarification and/or remedial action. After the dispute has been settled, the Bidder shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.
25. In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non-appropriation occurs the contract shall automatically expire without penalty to the City.
26. This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
27. Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Bidder agree to accept the remaining terms and conditions.
28. Bidder does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of the Bidder's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.
29. Terms of Payment: The City's standard payment terms are Net 30 days unless otherwise agreed upon. In performance of the duties and responsibilities, and the scope of work as defined in this Contract, invoices for payment of services or commodities shall be based on fees as provided for in the attached documentation. Payments will be based on services completed or product delivered.
30. The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.
31. Prior to the performance of any work not detailed by the City's Bids, the City and Bidder will establish a fair market rate for the performance of such services prior to the performance of such services. This Contract will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Contract.
32. Should any part of these terms and conditions or Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.
33. The City may terminate this Purchase Order or Contract for convenience at any time by providing one (1) day written notice to Bidder. The City may terminate this Purchase Order or Contract or any part thereof effective immediately upon the giving of written notice of termination for cause if Bidder violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this Purchase Order or Contract, or if the City determines that Bidder will not be able to deliver or perform due to insolvency or other reason.
34. Should Bidder fail to comply with the terms of this contract, Bidder, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Bidder fail to remedy the default, the Contract shall be terminated immediately upon the expiration of the remedial period.
35. The City requires all Bidders providing supplies and/or service to the City to maintain a drug-free workplace. Upon request the Bidder shall provide documentation to support this certification.
36. Bidder agrees to have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Bidder further agrees that in the performance of this Contract, no person having any such interest shall be employed.
37. No person associated or in conjunction with this Bid may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter: I. Who is an employee, an agent, a Bidder, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and; II. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or III. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.
38. This Agreement is intended by the parties hereto to be the final expression of their Agreement and it

constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

39. Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Bidder believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Bidder shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and Bidder will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Bidder objected. Bidder will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Bidder's objection to the release of the public records. Bidder will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Bidder's objection to the release of the records requested pursuant to the North Carolina Public Records Act.
40. In the event that subcontracting is allowed by the City, Bidder shall ensure that steps are taken in accordance with the City's M/WBE Program to assure equal opportunity to subcontractors.
41. Bidder shall not assign or transfer any interest in this Contract without the prior written approval of the City.
42. The Parties in this Contract agree that Bidder is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Bidder is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.
43. In the performance of the work contemplated in this Contract, Bidder is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this Contract must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.
44. Bidder agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City. Evidence of Insurance, license, and certification requirements shall be provided to the City's Procurement Services Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.
45. The Bidder certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Bidder also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
46. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 et. seq. and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
47. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by the Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
48. In making this Bid, Bidder understands and agrees to be subject to and bound by the policy, rules, and

conditions set forth in the City's Local Preference Policy.

49. City's employees will not be covered under Hart Halsey, LLC dba Extra Duty Solutions workers' compensation insurance.

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City of Greensboro
Contract # **2021-10879**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, on the date written above.

Hart Halsey LLC DBA Extra Duty Solutions
Company Name

DocuSigned by:
Rich Milliman
29312E851A064EF
Signature

Rich Milliman
Printed Name

CEO
Title

CITY OF GREENSBORO

Department Head Recommendation/Authorization:

DocuSigned by:
Brian James
535C218031BE4C2
Signature

Chief of Police
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer: Not Required
Signature Title

Approved as to form:
City Attorney's Office: DocuSigned by: Andrea Harrell 25E85770256E4B2
Signature

Assistant City Attorney
Title

Authorized:
City Manager's Office: DocuSigned by: Nathaniel Davis 9EED13725959429
Signature

Assistant City Manager
Title

Attested:
City Clerk's Office: DocuSigned by: Tabony Ross 87F33A80FE8242A
Signature

Deputy City Clerk
Title

City Clerk's Stamp:
DocuSigned by:

2019	% Hrs by Tier	Total Hrs by Tier	2021/2022 Officer Hourly Rate	Per Hour to City (8%)	Estimated Annual Revenue Total per Tier
T1	30%	32,691	$ 35.00	$ 2.80	$ 91,534.80
T2	28%	30,450	$ 40.00	$ 3.20	$ 97,440.00
T3	24%	26,261	$ 45.00	$ 3.60	$ 94,539.60
T4	19%	20,780	$ 50.00	$ 4.00	$ 83,120.00
		110,182			$ 366,634.40

City of Greensboro Purchasing Division

300 W. Washington Street
Greensboro, NC 27401
www.greensboro-nc.gov

Response For Supplier: Hart Halsey LLC

Event # : 10068-1

Name: Off Duty Police Secondary Employment Administrator

Description: The City of Greensboro hereby solicits bids from qualified firms with proven experience & expertise for the Administration of Off Duty Police Officer Secondary Employment Services for the Greensboro Police Department. Specifications are located under the Attachment Tab, Although the City tries to maintain continuous access to the GePS website, service may be interrupted. Therefore, suppliers are encouraged to submit bids 24 hours before the event closes.

Preview Date:

Open Date: 03/10/2021 03:35:00 PM

Close Date: 04/07/2021 02:00:00 PM

Q & A Open Date: 03/10/2021 03:36:00 PM

Q & A Close Date: 03/30/2021 02:00:00 PM

Dispute Close Date:

Responded To: 1 Out of 1 Lines

Total Bid Amount: 4.25 USD

Question Responses

Question	Answer	Attachment
Are you consider a "local bidder" per the attached local preference policy?	Yes	
Are you a certified M/WBE or HUB with the State of North Carolina? If yes, please upload proof of your certification.	No	
Have you submitted with your proposal all the required information listed in the RFP under Section 4, Submission of Bid Requirements?	Yes	
Did you upload your required M/WBE affidavit per the attached specifications? Please attach here as well.	Yes	M:WBE form completed.pdf

Response Attachments

Event # 10068-1: Off Duty Police Secondary Employment Administrator

Attachment

EDS GSO RFP response FINAL.pdf

Line Responses

Line 1: Contractor's Hourly Administrative Fee

Description: Event line is for the Contractors Hourly Administrative Fee. This fee is the unit pricing per Off Duty Officer hour that the Contractor will charge the Customer for their services. (Note: The City's hourly Administrative Fee is set @ $2.00 per hour; this fee is billed to the Contractor's customers and paid to the City)

Item: HOURLY ADMINISTRATIVE FEE Hourly Administrative Fee

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 1.0000 **UOM:** HR

Bid Quantity: 1.0000 **Unit Price:** 4.25000 **Extended Price:** 4.25

No Charge: No **No Bid:** No

Vendor Item: HOURLY ADMINISTRATIVE FEE

Comments: Please see our full response submission as we suggest retaining current pricing format rather than switching to a dollar figure per hour format.

DocuSign Envelope ID: 4503CA80-9EF3-4F67-A8AA-99B69179891B

Letter of Interest for Event 10068

Submitted to:

City of Greensboro
Procurement Services Division
P.O. Box 3136
Greensboro, NC 27402
Event #10068
April 7, 2021

Administration of Off Duty Police Officer Secondary Employment Services

Offered by:

Extra Duty Solutions
1 Waterview Dr., Suite 101
Shelton, CT 06484
FIN: 47-3058816
Rich Milliman, CEO
RMilliman@ExtraDutySolutions
Office: 203-216-9742

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EXTRA DUTY SOLUTIONS
A HART HALSEY COMPANY

April 7, 2021

City of Greensboro
Procurement Services Division
P.O. Box 3136
Greensboro, NC 27402

Reference: Event 10068 – Administration of Off Duty Police Officer Secondary Employment Services

Attention: Procurement Services

As an experienced administrator of off-duty police officers for the City of Greensboro, NC and numerous other law enforcement agencies across the U.S., Hart Halsey, LLC d/b/a Extra Duty Solutions appreciates the opportunity to submit this Letter of Interest for the Administration of Off Duty Police Officer Secondary Services in response to the City of Greensboro's Request for Proposal.

In this proposal, we provide a comprehensive response to each of the RFP requirements necessary to achieve the City's objectives to provide an extra level of crime prevention, a reduction in calls for service, and to increase relationships with the community that are mutually beneficial to all participants. It is in this capacity that Extra Duty Solutions will manage extra duty officer service requests, schedule approved officers, manage all administrative aspects of the program, and provide payments to officers.

During the contract term, the City of Greensboro will receive the benefit of Extra Duty Solutions' extensive experience providing extra duty support for law enforcement agencies. We administer extra duty programs, so that you can focus on the safety of your citizens, both armed and unarmed, with the following expertise specifically related to this contract:

- ***Meets the Local Preference Policy*** – By having generated $5.2 Million in gross sales within the corporate limits of the Guilford County Economic Development Alliance during the previous twelve months, EDS has a *Significant Business Presence*.
- ***Operational Sophistication*** – As an experience provider, we know what it takes to administer a complex off-duty police officer program from immediate requests at all hours to random change requests in response to changing circumstances. We are very familiar with this world and are properly staffed with service professionals to handle the necessary workload.
- ***Operational Controls*** – Having passed two separate Service and Organizational Control (SOC) audits, our clients have confirmation that our operational controls are reliable, and our risk mitigation processes meet or exceed accepted corporate standards–*see Exhibit A*.
- ***Industry Leading Insurance*** – The City of Greensboro and its officers are protected under our comprehensive, industry leading liability insurance. Our insurance is primary to Greensboro, includes a waiver of subrogation, and a number of riders to protect officers under scenarios most likely to occur while working in an off-duty capacity. While Workers' Compensation insurance will not be included, it is available if needed.
- ***Strong Partners and Affiliates*** – We are proud to be affiliated with the following organizations: FBI NAA, MCCA, NJSACOP, LEO Round Table, NCACP, The Rogers

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Group, CPCA, Paul Butler Presentations, AACOP, IN Asso. Of Chiefs of Police, Critical Response Group, and the National Law Enforcement Memorial Fund.

In this proposal, we express our firm commitment to deliver outstanding administrative and financial services for the City of Greensboro. We believe our submittal demonstrates that we have the required capabilities and that, as an experienced supplier of secondary employment administration support, Extra Duty Solutions brings a breadth of knowledge and sophistication unequaled in our industry.

As authorized signatory and proposal point-of-contract on behalf of the Extra Duty Solutions team, I am pleased to submit the enclosed offer and prepared to provide any additional information required in support of this effort.

Sincerely,

Rich Milliman, CEO
Extra Duty Solutions
203-216-9742
rmilliman@extradutysolutions.com

The above company executive is authorized to bind the company contractually with the City of Greensboro and negotiate all aspects of this proposal.

See also Compliance Statements below.

Compliance Statements

Minimum Requirements: Extra Duty Solutions meets all of the minimum specifications and requirements contained in the RFP and agrees and will comply with all terms and conditions without exception.

Proposed Hourly Rate Structure: Extra Duty Solutions agrees to the hourly rate structure set forth for each Tier and to the premiums for Police Supervisors and Commanders and will hold the prices set forth in this proposal firm throughout the Contract period.

Commercial Professional Liability Insurance: Upon contract award and prior to the Contract being fully executed, Extra Duty Solutions will provide a certificate of insurance issued by an A-VII or higher rated insurance company as evidence of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars ($2,000,000) per occurrence and an annual aggregate limit of at least Three Million Dollars ($3,000,000). In addition, Extra Duty Solutions' insurance coverage far exceeds the RFP requirements *(see Exhibit C: Insurance Letter – EDS Coverages & COI).*

Financial Status: Extra Duty Solutions agrees to provide, upon request of the City, financial documentation such as, independently audited financial statements, most recent Tax returns, or profit and loss statements before award of Contract.

Acknowledgement of Addenda: Extra Duty Solutions acknowledges receipt and adoption of Amendment #1 (03/29/2021).

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LETTER OF INTEREST

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1. CONTRACTOR INFORMATION

The name and address of the Contractor and the states in which Contractor is incorporated and chiefly located.

1.1 HOME OFFICE LOCATION

Hart Halsey, LLC d/b/a Extra Duty Solutions
1 Waterview Drive, Suite 101
Shelton, CT 06484

203-216-9742
www.ExtraDutySolutions.com
Incorporated in the State of Connecticut.

Meets the Local Preference Policy – By having generated $5.2 Million in gross sales within the Local Area (Guilford County Economic Development Alliance) during the previous twelve months, EDS has a *Significant Business Presence*.

1.2 CLIENT LOCATIONS OF WORK PERFORMED

Customer Locations: Extra Duty Solutions administers extra-duty programs for one hundred and seven (107) law enforcement agencies in 17 states:

- Arizona
- New Jersey
- Florida
- Massachusetts
- North Carolina
- Georgia
- Washington
- Tennessee
- Ohio
- New Hampshire
- Florida
- South Carolina
- Rhode Island
- Kansas
- Maryland
- Arkansas
- Colorado

(4) Operation Centers: The company maintains four (4) operation centers where the work is performed. These include:

1) 1 Waterview Drive, Suite 101, Shelton, CT 06484
2) 4000 Rt. 66, Suite 123A, Tinton Falls, NJ 07753
3) 205 S. Hoover Blvd., Suite 407, Tampa, FL 33609
4) 10918 Vance Jackson Road, Suite 210, San Antonio, TX 78230

North Carolina Locations: Extra Duty Solutions services eleven (12) Department locations in North Carolina, including:

- Burlington PD
- Apex PD
- Pinehurst PD
- Graham PD
- Concord PD
- Lenoir PD
- Chapel Hill PD
- Graham Fire Dept
- Greenville PD
- Nashville PD
- Guilford County Sheriff's Office
- Greensboro PD

Note: Hart Halsey, LLC (Extra Duty Solutions) is entirely internally funded and owned. We have no outside investors, are not publicly traded and have signed no agreements with venture capital firms or any other institutional investors. We also have no corporate debt. As such, we are not beholden to outside requirements regarding expenditures, growth path, "return", etc. We can

operate in a manner 100% consistent with the best interests of the agencies we serve.

Hart Halsey, LLC (EDS) is also not a security company, and is not owned by a security company, nor do any owners, employees, or officers have any affiliation or ownership stakes in any security companies. We operate solely within the best interests of the municipalities and law enforcement agencies we serve; we do not sign supplier agreements, indemnify, or otherwise introduce legal risk to the City of Greensboro by signing agreements directly with non-government agencies.

We are the largest and fastest-growing firm which offers full administration of extra-duty programs. The services we provide our public agency clients include all the services requested by the City. This includes not just hiring police officers to work details but administering the entire extra-duty program as an agent and partner of the police department. We handle all vendor interactions, scheduling, billing, collections, payroll (including guaranteeing payments to officers), administration fees, mobile and online access, and more.

2. DATE OF BUSINESS ESTABLISHMENT

Extra Duty Solutions has been administering off duty police officer secondary employment services for over 5 years. Our first client was Delray Beach, FL who started with us in January 2016.

See Exhibit E: EDS Overview Presentation.

Before serving law enforcement agencies, we managed extra duty programs for large, corporate clients including Marriott, Starwood, Ryder, Aon, and MasterCard among others. It was through serving the corporate client needs that we realized the administrative need in the law enforcement world. Once we initiated service for law enforcement agencies, we exited the corporate side of the business to avoid the conflicts of interest.

See Exhibit B: Conflict of Interest Statement.

3. PRINCIPALS AUTHORIZED TO CONDUCT NEGOTIATIONS

The following company founder and executive is our designated contact authorized to bind the company contractually with the City of Greensboro and negotiate all aspects of this proposal:

3.1 AUTHORIZED NEGOTIATOR

Rich Milliman
Chief Executive Officer & Co-Founder
Extra Duty Solutions
Phone: 203-216-9742
Email: rmilliman@extradutysolutions.com

Rich's professional background is heavily focused in business services and operations. After serving as a management consultant for McKinsey and Company, Rich ran portfolio marketing and operations at Banc One Corporation's credit card unit. He then ran a number of emerging and mid-sized business services firms for a European family office. Prior to co-founding Extra Duty Solutions, Rich was heavily involved in operational risk, security and back-office operations at the world's largest hedge fund.

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3.2 PRINCIPALS, OWNERS, & DIRECTORS

- Rich Milliman, CEO & Co-Founder | Board Member and Primary Shareholder
- Adam Bryan, COO & Co-founder | Board Member and Secondary Shareholder
- Dan Ryan, CTO & President of Jivasoft Division, JD | Minor Shareholder
- Mike Wilson, Head of Client Experience, JD | Minor Shareholder

3.3 KEY PERSONNEL

The following key personnel will participate during and beyond the on-boarding process:

Rich Milliman, Chief Executive Officer

As CEO of Extra Duty Solutions (EDS), Rich will be the single point of contact for escalation and relationship management with the City as well as through the on-boarding process following contract award.

Adam Bryan, Chief Operating Officer

Adam, as COO, will oversee the City of Greensboro account management team along with Adam Bogdan. He will engage during the on-boarding process to ensure the City's rule, rates, and processes are properly reflected in our administration of the program. After on-boarding is complete, Adam will ensure the Account Management team is providing a high level of customer service to the officers and customers.

Keith McTigue, Director of Operations

As Director of Operations, Keith oversees all technology and infrastructure at EDS. He will be integral in the on-boarding process for GPD and in creating any software customizations GPD might request. Keith recently retired from a career in the U.S. Coast Guard where he rose to the rank of Captain. Keith was Chief of Operations and Contingency Planning for the Coast Guard's 14th district prior to retiring in 2018.

Adam Bogdan, Director of Account Management

As the City's primary point-of-contact, Adam will manage and support the City's Account Management team, including all escalations involving billing, officer issues, and scheduling matters. Adam will update and maintain the officer rules and policies for the City, making sure our Account Management team is properly trained to handle any and all issues.

Wayne Scott, Head of Organizational Development

Until January 2020, Wayne was the Chief of Police in Greensboro, NC. In that role, he led a 725-sworn officer department. Wayne will be the local point of contact for the Greensboro Police Department and City of Greensboro.

Dan Ryan, CTO and President, Jivasoft Division

Dan is a Harvard-educated computer scientist who comes from a law enforcement family. At the request of the agency where his father was a member of the command staff, Dan created scheduling software specific to law enforcement needs. That was 20 years ago, and it was the humble beginning of Jivasoft, one of the leading providers of on- and extra-duty software to the law enforcement world.

4. CONTRACTOR'S INTEREST IN PERFORMING SERVICES

Extra Duty Solutions' sole purpose is to provide administration of extra-duty/off-duty police officer secondary employment services like those requested in this RFP by the City of Greensboro, NC. Our commitment is evidenced by the advancements we have made to our services, including:

- Greatly increasing and expanding our insurance coverage to protect our officers and municipalities. Our upgraded insurance contains riders which mitigate risks more likely to occur in extra duty situations.
- Increasing our disaster preparedness and disaster recovery capabilities by expanding from one operations center to four (4). We have also established multiple checks and balances at these centers to ensure that our clients receive uninterrupted service.
- Fully integrating our on-duty scheduling software with our infrastructure to enable one scheduling platform. Additionally, we added API integration capabilities to enable real-time integration with other on-duty software platforms, such as Telestaff. This gives our clients the option to use one platform for both on-duty and extra-duty scheduling, to have two platforms interact, or to keep them completely separate.
- Adding integrated and sophisticated document management capabilities to better track and comply with our agencies' needs, such as having vendors e-sign terms and conditions agreements, collecting and organizing vendors' certificates of insurance (COI), and improving communication of vendor requests between our various operations centers.
- Adding sophisticated call routing software to ensure all calls are routed initially to the correct account manager and then the correct account team across operation centers, increasing our ability to offer a dedicated account team approach to our clients.
- Undertaking two (2) SOC audits in 2018 and 2020 to assure our clients that an independent certified accounting firm has reviewed and approved our processes.

Key Benefits to the City of Greensboro

No Conflicts of Interest - Once we began services for law enforcement agencies, we exited the corporate side of the business to avoid any conflicts of interest.

Full Admin Services – Full support for the City's program rules and rates as EDS takes on management of all administrative services, and without having to migrate to another platform.

Zero Department Fees – We transfer the cost of program administration from the City and taxpayer base to the clients of the program.

Enterprise-Level Call Management. – Our call management technology provides the infrastructure for full transparency into program activities, finances, details, and client activities with robust reporting for the City.

Client Records – We keep all client calls, emails, and other program records for seven (7) years.

Risk Minimization – The risk of favoritism, unfairness accusations, and legal risk is mitigated, and the financial risk eliminated. We do not sign supplier agreements with our Agency's customers and, therefore, avoid any legal risk to our agencies and their officers.

- Adding our Vendor Portal enables access via secure login 24/7 for requests, to check details, and engage with the extra-duty program in an online manner, if and when desired.
- Creating a special service team for our major accounts. This team provides enhanced services for vendor invoices of $500K or more per year across multiple jurisdictions.
- The creation of a new mobile app (release date: April 2021) which greatly enhances the officer experience and ease of use.

5. PREVIOUS EXPERIENCE/QUALIFICATIONS

5.1 EXPERIENCE

Extra Duty Solutions (EDS) administers extra-duty programs for 107 law enforcement agencies housing well over 10,000 officers across 17 U.S. states. Another 8 agencies are scheduled to start with EDS on or before June 1, 2021. No other company administers more extra duty programs than EDS. By "administering" extra-duty programs, we provide exactly what the City is asking for, not just hiring police officers to work details, but administering the entire extra-duty program as an agent and partner of the City and police department. We handle all vendor (customer) interactions, scheduling, collections, payroll, administrative fees, mobile and online access, and more. There is no other company which administers more extra-duty programs than EDS.

5.2 REFERENCES

5.2.1 Greensboro, NC Police Department

Administration of Extra-Duty Program	
Contracting Agency/Customer:	Greensboro Police Department Resource Management Division 300 W. Washington Street Greensboro, NC 27401
Contract Title:	Administration of Extra-Duty Program
Contract Value:	$5 Million annually (approximately)
Period of Performance:	From May 2017 to Present
Point-of-Contact:	John Thompson, Deputy Chief john.thompson@greensboro-NC.gov 336-373-7543
Description of Services Performed: Full administration of extra-duty program for approximately 725 officers. We have provided a stable account team headed by Debbie since our May 2017 inception and will continue to do so. We have handled issues such as changing how we engage with the NC DOT, handling of City sponsored events and requests for software customization without issue and will continue to do so. Starting April 5, a core group of Greensboro staff will receive the new mobile app to beta test. This new app contains additional requests from Greensboro including an easy "drag and drop" method of prioritizing selected details.	

5.2.2 Camden County, NJ Police Department

Administration of Extra-Duty Program	
Contracting Agency/Customer:	Camden County Police Department 800 Federal Street Camden, NJ 08103
Contract Title:	Administration of Extra-Duty Program
Contract Value:	$4 Million annually (approximately)
Period of Performance:	February 2019 to Present
Point-of-Contact:	Anthony Moffa, Assistant Chief moffa27@camdencountypd.org | 856-757-7277
Description of Services Performed: Full administration of extra-duty program for approximately 350 officers. Camden previously had corruption within their extra duty program. We are hired, in part, to ensure the issues which plagued the department historically, including double-dipping, hour padding, and unfair award processes were eliminated. Since starting, no such problems have arisen and there have been no union grievances or community complaints regarding the program.	

5.2.3 Edison, NJ Police Department

Administration of Extra-Duty Program	
Contracting Agency/Customer:	Edison Police Department 100 Municipal Blvd. Edison, NJ 08817
Contract Title:	Administration of Extra-Duty Program
Contract Value:	$2 Million annually (approximately)
Period of Performance:	October 2018 to Present
Point-of-Contact:	Salvatore Filannino, Captain sfilannino@edisonpd.org | 732-248-7457
Description of Services Performed: Full administration of extra-duty program for approximately 140 officers. The Edison department had rampant corruption associated with their extra duty program which lead the federal indictment of a number of their officers. In the onboarding process, we worked with command staff, the union, and the county prosecutor to develop rules and processes to ensure the problems of the past were not repeated. Since our inception with Edison, we have had no complaints and no issues. In fact, the county prosecutor's office reduced their rules and oversight of the program after about one year of successful administration.	

5.2.4 El Paso County Sheriff's Office, Colorado

Administration of Extra-Duty Program	
Contracting Agency/Customer:	El Paso County Sheriff's Office 27 E. Vermijo Avenue Colorado Springs, CO 80903
Contract Title:	Administration of Extra-Duty Program
Contract Value:	$2.5 Million annually (approximately)
Period of Performance:	From March 2020 to Present
Point-of-Contact:	Roni Everett 719-520-7579 RoniEverett@elpasoco.com
Description of Services Performed: Full administration of extra-duty program for approximately 550 deputies. El Paso, in some ways, is similar to the Greensboro program in that most of the extra duty details are security details rather than road construction details. We successfully eliminated significant administrative burden for the department and have had no issues with their administration.	

5.2.5 West Palm Beach, FL Police Department

Administration of Extra-Duty Program	
Contracting Agency/Customer:	West Palm Beach Police Department 600 Banyan Blvd. West Palm Beach, FL 33401
Contract Title:	Administration of Extra-Duty Program
Contract Value:	$4 Million annually (approximately)
Period of Performance:	April 2019 to Present
Point-of-Contact:	Gary "Rich" Smith Jr., Sergeant gsmith@wpb.org 561-822-1652
Description of Services Performed: Full administration of extra-duty program for approximately 325 officers. West Palm Beach required customization of software as they needed a calendar view of details requested, awarded, not awarded, and open for each officer within their portal. Additionally, they required complex pricing and administration of details for a number of MLB spring training and minor league facilities.	

5.3 TESTIMONIALS

Chief John Zebrowski, Sayreville Police Department, Sayreville NJ

"Managing our agency's off-duty work was cumbersome and complicated requiring dedicated staffing to keep up with daily scheduling, billing and delinquent payments. In addition, despite our best efforts there were complaints about how and why certain off-duty work was assigned.

"Extra Duty Solutions took away these headaches, as well as the complaints, and gave us the opportunity to redeploy staffing to areas of critical need. No matter the size of your agency or the volume of off-duty work, Extra Duty Solutions provides the essential support and will reduce the burdens associated with managing your off-duty work detail."

Chief Ray Hayducka, South Brunswick Police Department, South Brunswick NJ

"We have been using Extra Duty Solutions for over a year. We have been very happy with the service. It allowed me to reassign a civilian clerical worker to perform other duties because the off-duty scheduling and billing was a full-time job. It has resulted in a significant savings to the Township. The officers are also happy because they are always updated via e-mail or text message as to the availability of jobs."

Chief Jeffrey Smythe, Burlington Police Department, Burlington NC

"When we first learned about EDS, it was an instant solution to problems we didn't even know we had. As we investigated the options, we learned more about off duty officers being paid cash, poor tracking and almost zero accountability. We also had issues with favoritism which impacted morale. EDS corrected all of that and we don't pay a dime. This solution has been a terrific benefit for the professionalism of our agency."

Commander James Hughes, Maricopa Police Department, Maricopa AZ

"Extra Duty Solutions is an excellent solution for off duty work. Rich and his team have been amazing to work with. This solution has created a structured, equitably mechanism for the management of all our off-duty work, with minimal man hour investment from the PD."

Meredith McLean, Former Off Duty Coordinator, Maricopa PD

"Extra Duty Solutions (EDS) continuously provides excellent customer service. The Extra Duty Solutions team provides prompt and friendly support and follow through. They listen and customize their services based upon the department's needs and requests. Transferring management of off duty officer job requests from department personnel to EDS was an efficient move for our department and a smooth transition.

"We were recently faced with some hindrances presented by a construction company not wanting to comply with City Code and use Maricopa Police Department officers through EDS for a major roadway project. Adam Bryan was diligent in ensuring EDS was compliant with all of the roadway project requirements which eventually left the construction company with no further excuses for not using our officers."

Lieutenant Craig Snider, Murfreesboro Tennessee Police Department

"We are a large department for our state with around 260 sworn personal. As the person responsible for overseeing our off-duty jobs program I can say without a doubt that Extra Duty Solutions has helped me and our officers tremendously. Like most departments I have other job responsibilities. Teaming up with Extra Duty Solutions has given me more time to focus on my main responsibilities. The officers like EDS because they are paid every two (2) weeks and the jobs are posted and scheduled in a fair and consistent manner. Can't say enough good things about Adam, Rich and the others at Extra Duty Solutions."

Chief James P. Abbott, West Orange NJ

"I have been serving as the Chief of Police for nearly 22 years and in such capacity have dealt with a multitude of vendors. I can state unequivocally that EDS is the most client centered vendor I have yet to experience, and their services are embraced by our rank and file as well as superior unions in addition to senior management. EDS is unique in that unlike most other services they will tailor their product to your needs rather than a one size fits all approach."

John Gross, CFO, West Orange NJ

"EDS is a very impressive company, providing administrative services to the Township in an efficient, effective and professional manner, enabling us to be in compliance with the Division of Local Government Services directives."

L. Lepore, Town Engineer, West Orange NJ

"Since 2016, the Township of West Orange Engineering Division and our contractors have used the services of Extra Duty Solutions to provide off duty Police Traffic Directors for various road construction and utility projects. They are extremely responsive to our needs and those of our contractors regardless of the time of day. They make hiring officers as simple as making a phone call. If you need to cancel officers early in the morning for weather or any other reason, you can count of them to answer your pre-dawn phone call. An excellent service."

Chief Andrew J. Lavoie, Nashua PD

"Partnering with Extra Duty Solutions has saved us a tremendous amount of time and resources. We no longer need to assign staff to handle this function and can keep them focused on more mission critical functions. We now have a program that is not only cost free to the Nashua Police Department but one that runs more efficiently than ever without tying up our people to manage it. Extra Duty Solutions always pays our officers promptly for their work – they accept all financial risk and manage the float which is another meaningful benefit to our department."

Chief David Irizarry, Metuchen Police

"Metuchen Borough has been using Extra Duty Solutions since September of 2018. Prior to that, we had a lieutenant in charge of the off-duty scheduling and records clerks helping our CFO with billing. Many companies made it difficult to collect payment. It seemed we were always chasing money. The borough even had to eat some of the non-payments. We also had the constant complaints from officers on how the scheduling system wasn't fair.

"Extra Duty Solutions changed our life in Metuchen. My staff members now have time to do their actual jobs. NO MORE CHASING THE MONEY! Most importantly, their rotation system is fair and transparent. Thank you, Extra Duty Solutions!"

5.4 CAPABILITIES, UNIQUENESS, & RESOURCES

New Customized Mobile App Integrated with Officer Portal

EDS' new customized Mobile App enables monitoring of on-duty and extra-duty details when the agency is using our on-duty scheduling software:

- Has multiple and repeatable detail search capabilities
- View and engage with search results in multiple ways
- Artificial Intelligence (AI) suggests details for you
- Enables easy "Drag and Drop" prioritization of the details you choose (developed at the request of the Greensboro Police Department)
- Supported by larger and faster database servers
- Improved application software design

See Exhibit D: New Mobile App Overview Presentation

On-Duty Software and Integration

In June 2019, EDS purchased Texas-based staff-scheduling software firm, Jivasoft. This software is widely considered the highest quality scheduling platform in this industry (active duty and extra duty) and we have been using a customized version of their extra duty software since our 2015 inception. Jivasoft's software clients include the **Charlotte-Mecklenburg County Police Department** (2000 sworn officers) and the **United Nations**. This purchase enables us to offer active-duty scheduling software that integrates in real-time with our service and software. In addition, our infrastructure integrates via file and data transfers with all major law enforcement scheduling software packages enabling administration of any extra duty program. *See also Exhibit F: Jivasoft On-Duty Highlights.*

Capitalization

We are very well funded and have no difficulty paying the officers, admin fees, and cruiser fees before we collect from our extra duty vendors. Over the past 12 months, we have paid over $50M in officer pay to the municipalities and directly to officers as required. We have never been late on a payroll. We encourage you to speak with our client references *(see section 5.2)* to verify our payroll payments come on the exact day they are due 100.0% of the time.

Operational Sophistication

We understand what it takes to administer a complex extra duty program: calls from vendors today for service tomorrow, a high percentage of jobs ending early or going late, emergency jobs at 3am, vendors wanting to speak with the same person they already spoke with to change job specifics, 6am back-to-back calls on rainy and snowy days to change dates, crews being moved across locations, split-jobs, utility vouchers required, vendors not wanting to enter information online as they are calling from pick-up trucks on route to job sites, vendors not showing up on time or at all, having to call vendors at night to inform them their job is not filled or only partially filled—the list goes on. We are very familiar with this world and have experienced staff who are properly trained to handle this type of workload. We are not a security firm that is only accustomed to ensuring an officer shows up each Saturday night at the local Walmart, nor are we

the number of points an officer received for working a detail is dependent upon his or her tenure with the department. We will continue to utilize this method unless instructed to change. In a similar manner for reporting, feedback, and other aspects of the program, we will administer your rules, rates, and desired operational procedures.

Infrastructure Reliability

EDS' software is cloud-based and hosted at Rackspace, the nation's leading hosting provider. Our uptime is 4-9s (99.99%). We are typically only "down" when we are upgrading software enhancements and do so around 1am for 5 minutes as needed (typically once a month at most). Incoming phone calls are answered as usual during such downtimes.

Our call routing software is the same software used by Apple computer support. Our incoming calls are immediately routed to the correct account teams. During the past 18 months, the total downtime of our phone lines has been only 76 minutes. Ninety-four percent (94%) of our incoming calls are answered by ring three.

Moreover, our operational controls, disaster recovery, and business continuity processes and infrastructure are air-tight across our four operations centers.

EDS' core Operations Center in Connecticut houses the following infrastructure:

- Three (3) independent communication services technologies with four different providers for data and voice circuits.
- Enterprise fiber, business-class coaxial, and dual-provider LTE cellular data connections provide triple redundant internet with automatic real-time failover.
- Our operations center has transitional uninterruptable battery power (UPS) and full backup power provided by a dedicated 250KW generator.
- Building environmental controls are 100% supplemented by our own 10-ton cooling system, which is also redundantly powered by the backup generator.
- Our operations center maximizes high availability IT resiliency solutions throughout.

For simultaneous access to critical business systems from our CT, NJ, FL, and TX operations centers, we have built a cloud-based architecture. All software is hosted on geographically diverse servers with world-class cloud hosting providers.

Invoicing Flexibility

We can accommodate a wide variety of customer interaction and payment methods. Customers can call 24/7 to schedule, modify, and/or cancel details. Customers can pay us in accordance with your wishes. We can handle pre-payment only requests for all or for certain customers. Such customers can pay via an escrow account, over night check, credit card, wire transfer, or e-check; even via Walmart electronic transfers. We typically invoice all publicly traded and City long-term customers, however, can finance the float and accept the credit risk. In so doing, we eliminate the program's financial risk for the City.

overly reliant on a mobile app to administer the City's program. We will manage all aspects of the program from a to z with an account team dedicated to the City's needs using sophisticated software and infrastructure.

Customer Service
We do not use a "call center" approach to fielding incoming vendor calls. We will continue using the unique 336-number we acquired for Greensboro in 2017, which is the only number that the City or its officers will have to call for any extra duty reason. Our City assigned Account Manager or back-up Account Representatives will be the only contacts who answer these calls. At night and on weekends, this same number will be answered by our internal night/weekend coordinator teams. All of these people are our W2 employees working in one of our operations centers. If a power outage were to affect any of our operations centers, calls are transferred to other centers within three (3) seconds. Our operations centers are located in Shelton, CT; Tinton Falls, NJ; Tampa, FL; and San Antonio, TX. We do not outsource call handling to external call centers or other third parties. Moreover, the City of Greensboro's account team will be split across two of our operations centers, so that a hurricane or other disaster in one location does not affect our ability to respond to calls.

Additionally, we will provide a second number for major accounts. Our major accounts work with us across multiple agency footprints and are invoiced over $500k per year. Our major accounts team provides a higher level of service which enables them to call in details across geographies in one sitting.

Reliability
If we make a mistake, we pay. If we fail to notify an officer that his detail has been canceled, we pay the minimum. If we assign the wrong officer to a detail based on a rotation list or point system, we pay the officer who should have received the detail. EDS have never had a union grievance filed against us.

Operational Controls
EDS has successfully passed two SOC audits *(see Exhibit A)* indicating our operational controls and operational risk mitigation processes are more than sufficient and adhered to.

Adequately Staffed
We maintain fully staffed account management teams. We will assign a full-time account manager to the City as well as an appropriate number of assistant account representatives based on vendor interaction volume and call timing patterns. We also maintain 24/7/365 coverage for night, weekend, and last-minute calls.

Operational Flexibility
Highly flexible scheduling and communication software enables us to offer a customized solution to the City. No two of our clients have the same rules and procedures, yet we handle each client's needs without an issue. We can handle a wide variety of communication and scheduling algorithms. Whether you wish to communicate details to officers once a week, once a day as they come in, via email/text, or online without individual notifications, we can accommodate the City's requirements. Likewise with scheduling officers for details—whether a first-come-first-served approach, a point system, a system based on extra duty hours worked, number of extra duty jobs worked in a specified time period, by tenure, a static or live rotation list, a combination of these, or some other way entirely—we can typically mimic what you do exactly or very closely. For Greensboro, we have customized a staggered point system in which

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6. UNDERSTANDING OF THE SCOPE OF WORK/PROJECT APPROACH

PROJECT OBJECTIVES

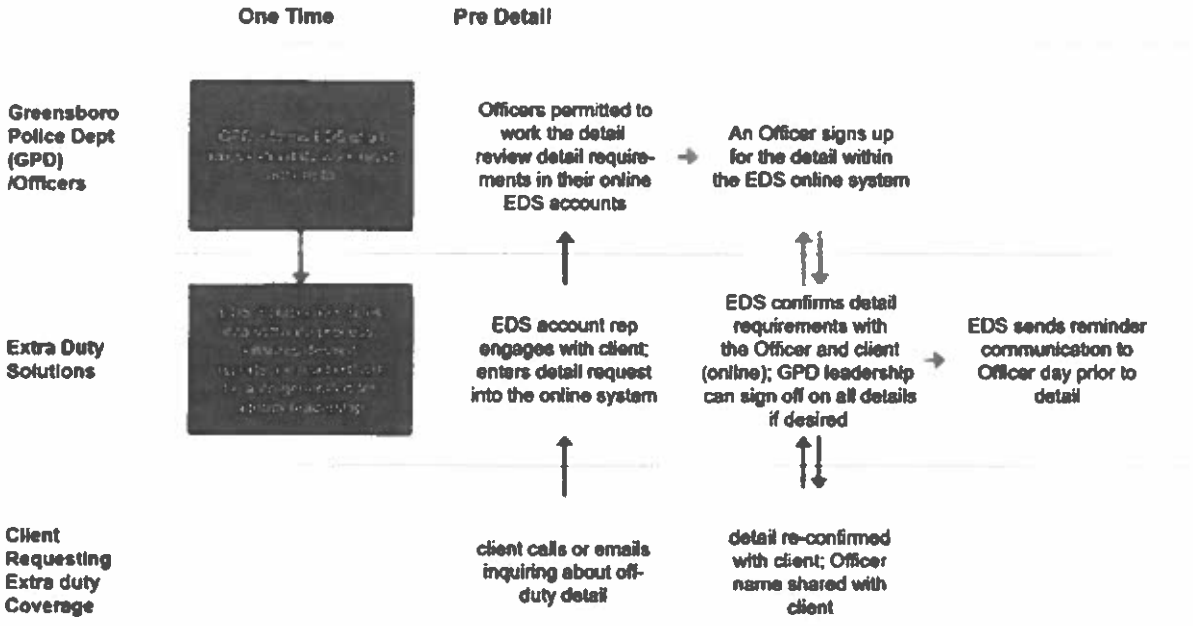
Describe the Contractor's understanding of the project objectives.

Extra Duty Solutions (EDS) is in line with the City of Greensboro and the Greensboro Police Department's objectives to provide an additional level of crime prevention, a reduction in calls for service, and create a mutually beneficial relationship with the community. It is in this capacity that EDS proposes to continue to provide Administration of Off Duty Police Officer Secondary Employment Services for the City.

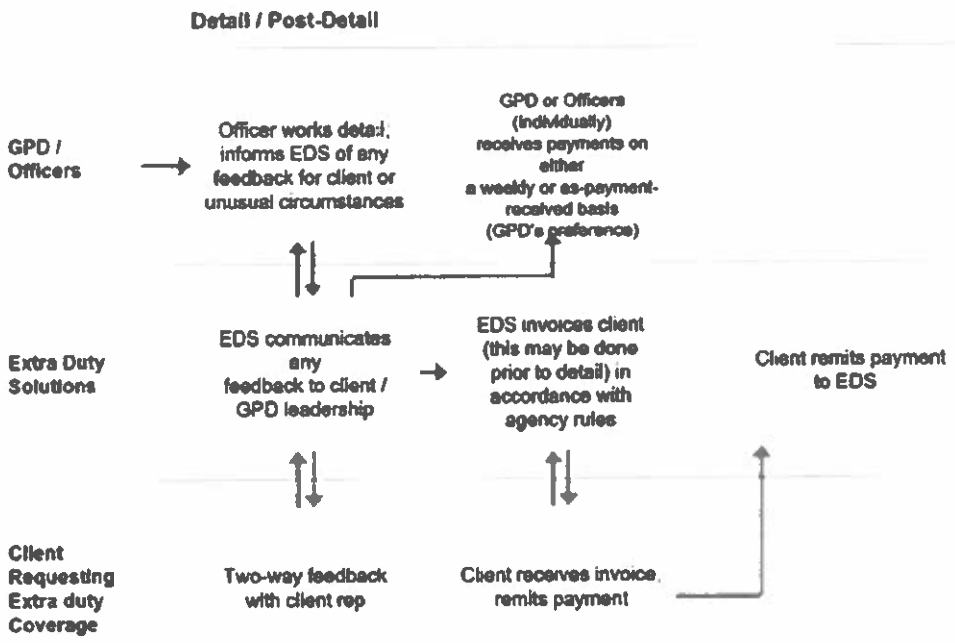
Services will include the management of extra duty officer service requests, approved officers' scheduling, managing program details, officer payments, and all other administrative aspects of the program. Administrative services include the set up and management of the program, invoices to customers, and regularly submitted reports for use by the City to analyze the extra duty officer program. EDS is organized to provide the highest level of customer support.

Our workflow is designed to optimize delivery of services (see Workflow diagram below):

Engagement Workflow



Engagement Workflow:
continued



1. TECHNICAL SUPPORT & ADMINISTRATION

Contractor must provide technical support for system integration and complete administration of all extra duty police details that include the following:

- *Initial set up and knowledge transfer*
- *Handle requests for service & other off duty officer customer interaction*
- *Scheduling work,*
- *Payroll,*
- *Invoicing*
- *Financing accounts payable,*
- *Collecting payments*
- *Completing weekly/monthly reports…The Contractor will provide the following reports to the City each week for the previous week: 1) Invoice register; and 2) Officer reports - hours worked, location, and Customer.*

EDS currently provides all technical support for system integration identified above and will continue to do so throughout the new contract period. Moreover, we will provide on-going, as-needed communication to Greensboro leadership regarding advancements in our technology and infrastructure and how those advancements will benefit the City of Greensboro and Greensboro officers.

See Exhibit E: Company Overview Presentation

2. CUSTOMER SUPPORT

Contractor must engage with individuals, representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (referred to herein as "Customers").

- *Via phone.*
- *Website interaction or email to explain program rules and rates.*
- *Vet new customers per department's guidelines.*
- *Execute the new customer process.*
- *Receive requests for extra duty details.*
- *Confirm extra duty details, gather & communicate any related pertinent information and feedback.*

EDS will continue to serve Greensboro customers with the same level of customer support they have been happy with since 2017, which includes all communication channels, new customer onboarding, execution of all extra duty details, and reporting. Additionally, we are in the process of enhancing our customer online portal to give customers who prefer to engage electronically, access to information 24/7.

3. ADMINISTRATIVE PERSONNEL

Contractor must provide the administrative personnel to handle the administration of extra duty details. The administrative personnel will provide the complete administration of the extra duty details. *This includes but is not limited to:*

- *Handling all requests for service.*
- *Scheduling all details.*
- *Invoicing and collecting payment from customers.*
- *Providing payment to officers.*
- *Completing weekly and monthly reports.*

EDS' current account team, led by Debbie, which has been managing administration of extra duty details for the City of Greensboro, will remain intact and expand as needed to accommodate any additional invoicing, collection of customer payments, and payments to officers.

4. PRIMARY & SECONDARY COORDINATORS

Contractor must supply at least one primary and at least one secondary extra duty coordinator for engaging with customers over the phone on a 24/7 basis.

The City of Greensboro will continue to have a unique phone number and dedicated account team to serve their needs under this new contract. In addition, EDS' teams on second, third, and weekend shifts will continue to maintain full coverage to handle all off-hour requests.

5. ASSIGNMENT SCHEDULING

Contractor must schedule extra duty details with department personnel in a manner consistent with department rules and communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

It is our intent that the City of Greensboro continue to use the current customize "Staggered

Point System" developed specifically for the City with the option to change to any other preferred method at any time. Our ability for immediate communication with officers, and availability to engage with officers, will remain unchanged.

6. TECHNOLOGY INFRASTRUCTURE

Contractor must provide a technology infrastructure which has the capability to perform the following tasks:

- *Communicating detail opportunities to officers, awarding detail opportunities;*
- *The ability to enable recurring customers to submit detail requests online*
- *Input for the generation and documentation of weekly officer extra duty paychecks;*
- *The generation and documentation of invoices to the Customers;*
- *The collection and documentation of payments made by the Customers; with the preference to be able to digitally transfer/upload extra duty hours worked by officers into the department's timekeeping system – workforce telestaff;*
- *The ability to upload officer's regular duty work schedules into the contractor's software.*

EDS' technology infrastructure has expanded over the years to include a new mobile app that has been customized to address the capabilities above and meet Greensboro PD requests.

(See Exhibit D: New Mobile App Overview presentation.)

7. MANAGEMENT REPORTS

Contractor must provide management reports, specifying hours worked by location, customer, and officer by pre-specified time period.

EDS will continue to provide the management reports as requested by GPD on a recurring and as-needed basis. In addition, we are in the process of enhancing our online portal for those who prefer to access information electronically 24/7.

8. PAYMENT REMITTANCE

Contractor must remit payment for details worked to Officers or Department at a minimum of a weekly schedule regardless of when payment is collected from customers.

EDS will continue to remit payments on the same cadence we have been using during the current contract period and migrate to a weekly schedule or any cadence Greensboro would like.

9. DIRECT OFFICER PAYMENTS

Contractor must have the ability to remit payment to Officers directly and provide Officers with appropriate 1099 forms at each year end.

EDS will continue to make direct 1099 payments to Officers and supply the IRS-required tax forms at year end.

10. ABILITY TO REMIT PAYMENTS TO THE DEPARTMENT

Contractor will also have the ability to remit detail payments to the department in the event department desires to pay officers directly.

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EDS will continue to remit payments for Department administrative fees to the City on a cadence consistent with the officer pay schedule. In addition, if requested, we will remit payments to the City so that the Department can pay officers directly.

11. CITY & POLICE DEPARTMENT POLICIES, PROGRAM RULES & GUIDELINES

Contractor shall administer the program in accordance with City policies, Police Department policies, and Off Duty Program Rules and Guidelines (see attachments), all of which are subject to change at the discretion of the City. Written updates shall be provided to the Contractor as changes occur.

Extra Duty Solutions policies and procedures are in conformance with City, Police Department, and Off Duty Program Rules and Guidelines and reviewed with all Off-Duty officer personnel. Moreover, as rules and guidelines change, we will augment our method of operating to accommodate those changes.

We also highlight potential issues with conflicts of interest and how to avoid them. The following case study is an example of one such case:

See Case Study below.

UPS Case Study

An officer worked at a UPS facility in Greensboro. The next day, he called our account team to ask if we received a copy of the agreement UPS had him sign. We were unaware of any such agreement and reached out to the customer (UPS) to get a copy of the agreement. The agreement "pushed" most of the risk onto the officer and the City of Greensboro. We alerted the Police Chief who looped in the police department lawyer. After a review of the agreement, the lawyer informed all officers who have worked at the UPS facility and signed that agreement that they could not work at UPS any longer due to the level of risk imposed by that agreement.

When UPS understood the officers will no longer sign the agreement, they asked us to sign a supplier agreement. We explained that we would not do so as we represent the best interests of the City of Greensboro and that the agreement was not in their best interest. UPS then hired an independent security firm and had them sign their supplier agreement. Now, UPS requests officers through the security firm (who has indemnified UPS), the security firm calls Extra Duty Solutions, and we supply the officers and represent the best interests of Greensboro in doing so.

If the security firm, or a company affiliated with them, was also administering Greensboro's extra duty program, it is unclear how this would have ended.

12. CONTRACT POLICIES

This contract is in accordance with these policies and provides no change in the manner in which extra duty details are distributed to officers.

As detailed in our response to number 5 above, we can continue to assign details in the same manner we customized for the City previously in our "Staggered Point System" or change to any other method desired.

13. TRANSITIONAL CUSTOMER TRAINING

Contractor shall provide transitional training to customers on the scheduling and management software.

EDS will continue to advise and train new and existing customers in the use of our scheduling system, reporting procedures, and online portal in addition to issues related to contract expectations, policies, and procedures.

HOURLY ADMINISTRATIVE FEE

HOURLY ADMINISTRATIVE FEE

Event 10068

Attachment A

SUBMITTAL OF PRICING

Hourly Rate: Pricing shall be submitted as a regular rate per hour. Prices shall be entered into the GePS event under the Lines Tab.

Contractor's Hourly Administrative Fee = $4.25 *(See next page for an explanation.)* ***
(*Billed to Contractor's customers and paid to the Contractor*)

Off-duty Officers are paid on a Tier system.
The Customer decides which Tier to pay the officer at and the Officers Tiers are below:

The Department will be implementing a gradual Tier increase effective July 1, 2021 and the Tier will increase again on January 1, 2022.

Effective July 1, 2021 the Officers Tier's will be:

Tier 1
Officer's Regular Hourly Pay Rate = $30.00
Tier 2
Officer's Regular Hourly Pay Rate = $35.00
Tier 3
Officer's Regular Hourly Pay Rate = $40.00
Tier 4
Officer's Regular Hourly Pay Rate = $45.00

Effective January 1, 2022 the Officers Tier's will be:

Tier 1
Officer's Regular Hourly Pay Rate = $35.00
Tier 2
Officer's Regular Hourly Pay Rate = $40.00
Tier 3
Officer's Regular Hourly Pay Rate = $45.00
Tier 4
Officer's Regular Hourly Pay Rate = $50.00

The City fee is:

City's Hourly Administrative Fee = 8% per hour based on the officer pay Tier.
(Billed to Contractor's customers and paid to the City)

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*** **Contractors Hourly Administration Fee:**

Extra Duty Solutions' current pricing in Greensboro is a percentage of the officer rate. In order to avoid a change to customer pricing and an increase in customer pricing at the lower tier rate levels, we suggest keeping our current tier-based fee structure as is (shown below).

Additionally, to avoid an increase on July 1, Extra Duty Solutions will lower our current rate percentage (12%), so the dollar amounts of our fees do not change at that time:

Current Rates		July 1, 2021 rates	
Rate	EDS fee	Rate	EDS fee
$25	$2.90	$30	$2.90
$30	$3.60	$35	$3.60
$35	$4.20	$40	$4.20
$40	$4.80	$45	$4.80

On January 1, 2022, when Greensboro rates change again, the EDS admin fee will be lowered again to a flat 10% of the invoiced amount.

Extra Duty Solutions will continue to not charge our fees on city overtime jobs, backfill patrol jobs, and Coliseum jobs. We will continue to create the job code reports needed for Greensboro MUNIS reports as we do now.

EXTRA DUTY
SOLUTIONS

INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of the ___ day of _____, 202_ (hereinafter the "Effective Date"), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 1 Waterview Dr, Suite 101, Shelton CT 06484 (hereinafter "Company"), and _____, with principal offices at _____(hereinafter "Client").

W I T N E S S E T H:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services. Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client's extra duty program. See Appendix B for details. Administrative Services includes:

    I. Engaging with individuals and representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (hereinafter "Customers") via phone, website interaction or email to explain program rules and rates, vet new customers per department's guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details and to gather and communicate any related pertinent information and feedback.

    II. Scheduling extra duty details with department personnel in a manner consistent with department rules. Communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.

IV. Manage officer payment process in conjunction with the Client's existing pay roll process cadence. Company will either pay the Client for Officer pay or pay Client Officer's directly, as contractors to the Company, via check and/or direct deposit. The chosen method is at the discretion of the Client.

V. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.

VI. Manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner

VII. Provide department leadership with appropriate reporting and transparency into the program on an on-going basis.

VIII. Accept all Customer credit risk and finance, at sole cost to the Company, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of pay roll and administrative fee payments Company must pay Client under Sections 1.IV and 1.V. See appendix A for operational details.

IX. Provide the ability for the Client to schedule City Overtime jobs within the scheduling software.

2. Term

The term of the engagement shall commence on the Effective Date and continue for three (3) years unless terminated by either party. Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.

3. Payment and Invoicing Terms.

In consideration for any and all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee which will average 10%. The administration fee will be applied to any extra duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.

The Company administration fee may be lower or higher than 10% for some customers and/or detail types. The Company and Client will agree on all such rates.

The Company will schedule grant work details and annual events paid by the Client for no charge.

If the Client utilizes the Company's On-Duty scheduling software, the Client will not be charged for the usage, maintenance and hosting of the On-Duty scheduling software.

Client administration fees will be remitted via ACH payment once per month from the Company to a bank account provided by the Client.

4. Changes

Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing as formal amendments and accepted by the Company and Client in writing.

5. Standard of Care

a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.

b) Manner of performance by Company

I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.

II. Company shall keep complete and systematic records of all services purchased by Client. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company on behalf of Client, any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to in inspect, copy and audit those records identified in this Section 5.b.ii during regular business hours.

III. Company shall successfully complete a SERVICE ORGANIZATIONAL CONTROL (SOC) I type II audit on no less than a bi-annual cadence. Resulting auditor reports will be made available to Client upon request at any time.

IV. Company shall store any electronic information received in the performance of this agreement on servers which are housed and maintained in ISO 27001certified and CJIS (Criminal Justice Information Services) compliant data centers.

V. Individuals representing the Client in the performance of services detailed in Section 1.I must be W2 employees of the Company and, collectively, be available 24/7/365.

6. Insurance.

6.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

6.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

6.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

6.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

6.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

6.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

6.8 Policy Deductibles and or Self Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self insured retention amount.

6.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificates(s) of Insurance, issued by Company's Insurer(s) as evidence that polices are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited polices expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically afford Client the following provisions:

a) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

   I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
   II Auto Liability under ISO Form CA 20 48 or equivalent.
   III Excess Liability Follow Form to underlying insurance.

b) Company's insurance shall be primary insurance as respects performance of this Agreement.
c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Company under this Agreement.
d) Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

7. Required Insurance Coverage

a) Commercial General Liability Insurance. Company shall maintain "occurrence" from Commercial Liability Insurance with an limit of not less than Six Million Dollars ($6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Six Million Dollars **($6,000,000.00)** per occurrence combined single limit bodily injury and property damage, and Seven Million Dollars **($7,000,000.00)** general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best's.

b) Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Company, or anyone for whose acts, mistakes, errors and omissions Company is legally liable, with an liability insurance limit of Three Million Dollars **($3,000,000)** each claims and Three Million Dollars **($3,000,000)** aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Company shall be required to submit Certificates of Insurance's evidencing proper coverage is in effect as required above.

c) Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars **($1,000,000)** per occurrence and aggregate.

d) Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of customer property. Policy coverage includes theft of monies owed to Client for employee payroll, Client extra duty administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars **($500,000)**.

e) Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars **($1,000,000)** per occurrence on Company's owned, hired and non-owned vehicles used in the performance of the Company's Services under this Agreement. Coverage will be at least as broad as

Insurance Service Office, Inc., coverage code "1" or any auto policy form CA 00 01 10 13 or equivalent thereof. The Client, its agents, representative, officers, directors, officials and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.

f) Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars **($1.000,000)** for each accident, One Million Dollars **($1,000,000)** disease for each employee and One Million Dollars **($1,000,000)** disease policy limit.

Client employees will not be covered under the Company's worker's compensation insurance. Client shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and Client and/or Customer shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.

8. Independent Contractor

Client acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

10. Indemnification Terms.

10.1 Indemnification. To the fullest extent permitted by law, the Company, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, to the extent relating to, arising out of, or resulted from the negligent acts, errors, mistakes or omissions, of the Company, its agents, employees or any tier of Company's subcontractors related to the Services in the performance of this Agreement. Company's duty to defend, hold harmless and indemnify the Client, its agents, officers, officials and employees as set forth above shall arise only in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness disease, death or injury to, impairment, or destruction of property including loss of use of resulting therefrom.

10.2 Insurance Independence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11. Exclusive Use of Services. The Services agreed to be provided by the Company within this Agreement are for the exclusive use of the Client and the Company shall not engage in conflict of interest nor appropriate Client work product or information for the benefit of any third party without consent of the Client. Specifically, THE COMPANY AGREES THEY HAVE NOT AND WILL NOT SIGN SUPPLIER AGREEMENTS OR INDEMNIFY EXTRA DUTY CUSTOMERS OF THE CLIENT AT ANY TIME PRIOR TO EXECUTING THIS AGREEMENT OR DURING THE LIFE OF THIS AGREEMENT.

12. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect and the parties shall interpret this agreement, if possible, to contain a modified provision that is as nearly similar to the invalid provision in terms of intent of the parties as possible without such modified provision itself being invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

13. Survival.

Sections 2 through 12, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

14. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

_____

_____

Attention: _____

Email: _____

Notices to the Company shall be delivered to:

Hart Halsey LLC
1 Waterview Dr, Suite 101
Shelton CT 06484
Attention: Rich Milliman
Email: RMilliman@HartHalsey.com

15. Assignment.

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

16. Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws.

19. Review of Agreement

It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that Florida law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the agreements set forth herein.

20. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21. Force Majeure.

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay is caused by extraordinary circumstances beyond the party's control and beyond the party's ability to commercially reasonably work around. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

Signature:_____
Name:
Title:

Date:_____

CLIENT:

Signature:_____
Name:
Title:

Date:_____

APPENDIX A: CUSTOMER PAYMENT DETAILS

All credit-worthy customers are offered net 30 payment terms on all extra duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's extra duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3% and late payment fees as per Company terms and conditions.

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

The Company's scheduling system within which Officers record their start and end extra duty work times within will be the book of record for Officer hours worked.

APPENDIX B: ADMINISTRATION DETAILS

EDS will provide Jacksonville Sheriff's Office (JSO) with our Extra Duty Administrative Services. EDS will administer the JSO's off-duty details on its behalf, reporting to the JSO. We will do this in accordance with the JSO policies and regulations, and with no substantial changes to the manner in which off-duty details are distributed.

JSO shall not incur additional costs or fees associated with our services which include:

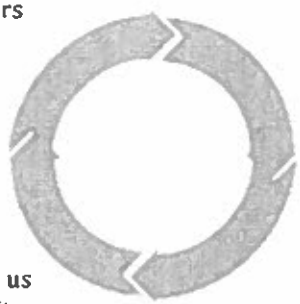
- Coordinating and scheduling Officers to work assignments based on JSO's protocols
- Floating payroll by electronically and securely sending the funds to JSO to cover the extra duty one week prior to payroll for the prior period regardless of whether EDS collected the funds yet
- Invoicing clients and collecting client payments
- Customized software and reports for both JSO and its customers
- Data hosting through secure redundant servers and online platforms
- Customer service 24/7/365 through email and a telephone assistance center
- Ongoing training, support, and maintenance

Client Interaction

- 24/7/365 customer Inquiry response via Jacksonville Sheriff's Office account team
  - Rates/rules
  - Information required for scheduling
  - New client on-boarding
  - COI collection
  - Terms and conditions agreement
  - Portal for recurring customers
- Ensure all details fit agency rules
- Two-way feedback loop

Scheduling

- Detail view/sign-up without scheduling conflicts for Officers in app & portal
- Department rules govern assignment protocols/never deviated
- Checks/balances: confirmation emails with maps embedded, check-in calls, etc.
- Fully compatible with internal coordinator roles
- Highly customizable Officer experience (i.e., pay or comp time, miles driven, etc.)



Client Invoicing/Collections

- Our problem
- Questions/disputes handled through us
- We finance payroll float/accept credit risk

Officer Payment

- Through State payroll
- Payment options:
  - Same schedule as on-duty pay; or
  - Counter to on-duty weeks, weekly, etc.
- Jacksonville Sheriff's Office admin and cruiser fees paid on same schedule

Extra Duty Administration, Installation & Training

JSO will assign at least one internal liaison to work with EDS for on boarding and continually as a main contact for questions and guidance to ensure all policies and procedures of the JSO are followed. We would expect the JSO liaison to be available for questions from the EDS account manager, and for weekly calls/meetings for information transfer and issue resolution. The JSO liaison will provide the EDS account manager with new officer information, information on officers on light duty, disciplinary action or otherwise not permitted to work details for some period of time, any rate and/or JSO rule changes which EDS needs to be aware of and other pertinent information and feedback to ensure EDS is administering the program in a manner consistent with JSO wants and requirements.

Full implementation can vary from two weeks to two months depending on your needs. Based on our experience, implementation for an organization like JSO would look like:

Typical On-boarding cycle

Information Gathering:

Roster, ideally in excel with whatever unique numeric identifier finance uses for payroll (usually they use some kind of employee ID) and badge number for user/login purposes. We need that to start creating your infrastructure.

1. *An introduction and contact information to your payroll team. We'll need bank account information, payroll dates, etc. from the CFO or their team. (We can do this step after the build) if we are paying the Municipality who, in turn, is paying the officers, or banking information directly from the officers if we are paying officers directly.*
2. *Any kind of list/excel you might have containing extra duty program customer contact information. We typically send the customers a letter the week before we start (after you approve the letter).*
3. *Knowledge transfer session - we gather the details of your program. (scheduling process, rates, etc)*

Setup:

1. *EDS setup of database, officer portal and local phone number.*
2. *Testing of portal and algorithms.*
3. *Set live date.*

Training:

1. *Setup Training dates and method with JSO.*
2. *Onsite training of officers, train the trainer, group or video.*

Program Administration:
Initial Set-up and Knowledge Transfer

We learn from you...

- Rates and rate rules (i.e., differences by time of week, title, type of detail, etc.)
- If there are any detail types or prior customers which are off-limits
- Which Officers can work which detail types
- Cancellation, detail transfer, "split-job" and other day-to-day policies
- Monetary flow matters
  - flow path from customers to Officers
  - timing of Officer payments
  - client non-payment escalation process (if applicable)
- Go-forward reporting/ touch-base plan
- Specific client information we should be aware of
- Who our liaison will be
- Disciplinary actions we need to report on

...we customize our process to accommodate...

- Create a "landing page" for your agency for our operations staff, assign specific account reps to the agency.
- Incorporate the rates, rate rules, scheduling rules, specific client information and any other pertinent information into our infrastructure
- Incorporate scheduling rules into the scheduling software/ process. Capture Officers phone/email information for scheduling and confirmations
- Set-up payroll processing and/or link into agency's current payroll system
- Create reporting cycle, finalize report content/ specifics with agency leadership
- Run side-by-side tests and plan rollover of any aspects of agency's current processes which must be run parallel initially

EDS will learn JSO's rules for off-duty detail assignment. EDS will administer it under your guidance. We will customize our software applications, infrastructure and communication flows to meet your specific needs. Our software developers can create algorithms to support your work processes, rules, and regulations.

Details are assigned in the manner required by JSO adhering to all their rules and regulations.
– we will incorporate specific protocols such as:

- First-come-first-served. Whichever Officer signs up first, gets the detail.
- By seniority: Details are first offered to higher tenured Officers. Details unfilled after some pre-determined amount of time are then made available to a less tenured group – and so on down the tenure line.
- By a static or dynamic rotating list.
- By a point system. Officers are assigned points in some determined fashion. For example, an Officer might be assessed one point for each extra duty hour worked since January 1, one point per detail worked, or one point for each extra duty dollar earned this quarter.
- By a pre-defined subgroup of Officers.

We can also create safeguards prohibiting certain assignments and conduct such as:

- Serving or selling alcoholic beverages
- Performing work as bouncers, doormen or cashiers at nightclubs or bars
- Performing work for insurance agencies, collection agencies, private investigators,

attorneys, bail bond agencies, or taxi companies
- Performing work wreckers or service stations that contract services with the JSO
- Work or openly associate with convicted or known criminals
- Performing extra duty work that would require an employee to work more than 16 hours within a 24 hour period without the prior approval of JSO Administration

The Officer's officer portal and app are highly customizable. This allows us to display information and options based on your rules and protocols.

Fields that should be defined by department management can be pre-populated by our JSO account team. We can also customize fields within each profile to meet your specific needs.

We can provide as much or as little transparency as you require by customizing the portal so Officers' current point totals, rotation list positions, etc. are either visible or hidden from a Officer's view.

Officers can also customize the way they view information on their devices.

Training for JSO at no cost:

Documentation: EDS will create a custom document for JSO detail program with step-by-step instructions on how the system works. It will outline how Officers log in to the system for the first time, request jobs, view future jobs, check in and out of jobs, and all other functions requested by JSO. The document will also provide an overview of JSO's assignment process.

Video: We will produce a custom video tutorial for JSO. The video will provide an overview of how JSO's detail program will work and a step-by-step guide on how to use the system. The video is a good resource for Officers who are unable to attend in-person training and in-service training or new hires in the future.

Live Group Training: EDS will conduct in-person training at JSO prior to implementation. The training can be conducted during the various roll calls at any hour of the day or night and/or in a larger group setting.

In-person training conducted by EDS usually consists of:

Introduction to EDS / (1 minute)

Officer Portal Overview (5 minutes)
- How to Login and Reset the Password
- Notification Set Up • Requesting Jobs
- Schedule • Checking in & out

Mobile App Overview (4 minutes)
- Job History • Logging In
- Review of App features

Questions from Officers (10 minutes)

EDS's INTERACTING WITH JSO CUSTOMERS

Before 'going live' with EDS's extra duty program, we send letters to active JSO customers explaining the process for hiring Officers and how to contact us for any questions or concerns. In addition to our company contact information, we create a unique phone number and email address specific to the JSO account so prospective customers can easily reach us. If larger customers wish, we can meet with them to demonstrate the system and answer their questions.

Many agencies post information on their website about how to hire an extra-duty Officer. This helps new customers come on board and begin the process of hiring JSO Officers. EDS can provide a website link directly to a Officer request form which is customized for JSO if preferred.

Customers who use our system to request Officers for extra duty find it easy and responsive. If they wish, they can submit the request for an Officer when it is convenient for them, and are no longer dependent on coordinating extra duty support during the law enforcement agency's business hours. Even with the ease of our online customer portal, the majority of customers (85%) prefer to engage with the account team by phone. Often, recurring customers get to know the account team and have weekly or monthly calls with them to ensure their extra duty needs are being handled smoothly.

We typically invoice all publicly-traded companies and the JSO long-term customers via mail or email. They pay us directly. EDS finances the float and accepts the credit risk, thus eliminating the program's financial risk for the JSO. In the past 12 months approximately 92% of the $120+ million in extra-duty work that we administered was invoiced. We also have options to have all credit unworthy customers to pre-pay. Such customers can pay via an escrow account, overnight check, credit card, wire transfer, e-check, or even Walmart electronic transfers.

We have a very structured process to handle collections and evaluate credit worthiness. Delinquent customers will receive emails and calls from our account or finance teams (depending on the customer relationship) to become current. If they are still delinquent, we may require pre-payment on future detail requests from that customer. If a customer is delinquent and there are no future detail requests, we can send a legal demand letter or send the customer's information to our collections firm for action. We have served more than 12,000 agency customers and have had to send only ten demand letters and initiate legal action once.

We often preclude delinquencies by having non-recurring customers pre-pay or place a credit card on file with us, so that we can charge the card if they do not pay their invoice.

ABILITY TO PERFORM WORK IN A TIMELY FASHION

Our facilities and technology infrastructure are designed to seamlessly support our staff and clients. We are the only provider to have multiple geo-redundant operations centers located in Connecticut (core), Florida, New Jersey, North Carolina and Texas to provide continuity and resiliency against catastrophic events and natural disasters, such as fires, tornadoes, or other situations that might cause a disruption to one operations center for a period of time

All operations centers provide 24/7/365 workspaces for all account coordinator and account management functions. The Extra Duty Solutions headquarters and core operations center in Shelton, Connecticut is designed to maximize the use of high availability solutions throughout. This core operations center is fully tested annually to meet designed requirements as a place of continuous operations and refuge during major events.

EDS' core Operations Center in Connecticut houses the following infrastructure:

- Three (3) independent communication services technologies with four different providers for data and voice circuits.
- Enterprise fiber, business-class coaxial, and dual-provider LTE cellular data connections provide triple redundant internet with automatic real-time failover.
- Our operations center has transitional uninterruptable battery power (UPS) and full backup power provided by a dedicated 250KW generator.
- Building environmental controls are 100% supplemented by our own 10-ton cooling system, which is also redundantly powered by the backup generator.
- Our operations center maximizes high availability IT resiliency solutions throughout. For simultaneous access to critical business systems from our CT, NJ, FL, NC, and TX operations centers, we have built a cloud-based architecture. All software is hosted on geographically-diverse servers with world-class cloud hosting providers.

TECHNOLOGY PLATFORMS

At the core of our infrastructure are three software components: (1) the web-based customer portal; (2) the web-based officer portal; and (3) the officer mobile app, called *ResponderApp*. The software has the same functionality regardless of the device through which it is used, and can be accessed anywhere there is internet. *There are no mapping or software requirements for the City of Jacksonville.*
"Behind" these three user-facing components is very sophisticated and robust scheduling, document management, and communication software, which has been handling the on-duty and extra-duty scheduling needs of public safety agencies since 1999.

THE CUSTOMER PORTAL

Recurring customers seeking off-duty officers can directly access our software online. This enables them to easily request new extra-duty details, modify or cancel existing details, communicate with our staff, and view their service history including, but not limited to: their invoices, payments, which officers filled their past details, and which officers are

scheduled to work up-coming details. This convenient tool reduces the need for calls, although our staff accepts calls 24/7/365.

Before any new customer can request service solely through the portal, our JSO dedicated account team will speak with them on the phone to ensure the request is consistent with JSO rules.

Our software includes a built-in document management system. This allows customers to visit a custom page for each public agency where they can view that agency's required documents, and agree to specific terms. Such documents might include extra-duty service agreements detailing rates and department policies, or terms and conditions. Customers can also upload key documents such as certificates of insurance. All documents can then be transferred to agencies in batches or on a rolling basis as they are submitted by customers. Individuals within JSO can also be included in the on-line review process for some or all customers in the event JSO wants to review and approve some or all new customer requests for service.

THE OFFICER PORTAL AND APP

Scheduling is done through the officer portal or app, twin software systems that can be used interchangeably. The portal can be accessed from any online device including laptops, Android phones, iPhones, iPads, etc. Our app can be downloaded at no cost to iPhones and Android phones.

Using employment rules established by JSO, officers can view, sign up for, and track their extra duty employment. Each officer will receive access to our officer portal, receive a logon, and set his/her own password.

In addition to scheduling, officers can:

- Customize their profiles by specifying how they wish to receive notifications (email, text, push notification or all three) and provide any personal information as needed for payment or scheduling purposes. Fields within each profile can be customized to meet your specific needs. Fields that should be defined by department management can be pre-populated by our JSO account team. JSO may wish, for example, that the account team be responsible for verifying an officer's tenure, K9 certification, whether an officer is certified to work extra duty at a local hospital, and similar information. JSO can prohibit suspended or unauthorized officers from accepting details, as well.

- Verify paid detail hours worked. Officers can log on to their portals to verify when they arrive at a paid detail. This can be done at the job-site via the portal or app, or any time after the end of a detail. If JSO wishes to make real-time monitoring available, officers who do not verify when they arrive at an extra-duty detail within 15 minutes of the scheduled start time can receive automated emails/texts reminders to verify their start. Our account team will also receive real-time notifications and, if JSO desires, we can contact officers in the event of late check-ins. If the officer is no longer able to attend, our representatives will make their best efforts to locate another officer to work the detail. Similarly, when a detail is over, an officer can "check out" of the detail on his or her portal

or app to verify its completion. If an officer states the start and/or end time of the detail was different from the scheduled time, he or she has the ability to explain the difference within the portal. For example, the officer can confirm that the customer requested an extra hour, and we can ensure the officer is paid for that time. An officer can also just verify hours after a detail has been completed, in the app or the portal. Officers do not need to have smartphones to engage with our technology.

- Transfer extra-duty details. If JSO allows transfers, officers can transfer details they have previously signed up for either to other individual officers (by name) or to all available officers. Again, the transfer feature is customizable and can be enacted or disabled in accordance with JSO directives. Reports can be provided detailing the number of transfer so JSO can monitor trends and potentially modify internal policies. Likewise, the EDS account team lead will alert JSO to any suspicious transfer behavior.

- Communicate available and unavailable times that they can work off- duty details. An officer can "opt-in" or "opt-out" of specific times on individual days, or on a recurring basis. Details can then be assigned to officers based on their availability, and the guidelines established by each law enforcement agency.

- Review their extra-duty calendars. Officers/deputies can view all details worked, scheduled, and available via an easy-to-use calendar or list view. Officers can quickly review the last month, current month, next four weeks, year-to-date, or any custom date-range they define.

The application and portal offer many other highly customizable features, as well. Once awarded the contract, we customize the portal to conform to your agencies' guidelines for off-duty employment.

If required, now or in the future, we can also provide more than one scheduling methodology simultaneously. For example, a given month's recurring security details might be awarded on the 10th day of the prior month in a first-come-first-served basis, but road jobs requested on an ongoing basis may be awarded on an as-needed basis.

Regardless of the scheduling algorithm used, we can override it in the event of emergency or last-minute officer cancelations, if necessary. In such situations, we can use the "blast out" method of communication with either a first-come-first-served or short timeframe (15 or 30 minutes typically) open-period award process.

Some details may only be open to a sub-group of JSO officers. For example, special event organizers may request motorcycle officers for their function. Non-motorcycle officers may be awarded those details only if too few motor officers sign up to work the event. A detail requiring K9 certification would only be open to officers with that certification, and so on. Officer assignment region can be incorporated into the assignment process in highly customized ways. For example, a detail might be offered to officers in one region, but if no officer requests the detail, it can then be open to officers in a second region, and then a third, and so on.

Additionally, if JSO has internal detail coordinators who need to be able to assign jobs, add jobs or change assignments, we can readily accommodate that requirement.

CUSTOMER SERVICE TO JSO

We do not use a "call center" approach to fielding incoming customer calls. JSO will be assigned a local (904) phone number to be used by customers and officers. Your Account Manager or back-up Account Representatives will be the only contacts who answer these calls.

At night and on weekends, this same number will be answered by our internal night/weekend coordinator teams working in one of our operations centers. If a power outage were to affect any of our operations centers, calls are transferred to other centers within three (3) seconds. JSO's account team will be split across two of our operations centers, so that a hurricane or other disaster in one location does not affect our ability to respond to calls.

Software / App Maintenance and Support

a. Process for incremental and annual upgrades/updates or providing new technology

   Because the proposed solutions are cloud-based, EDS updates their software for all customers periodically. The typical schedule is for new updates to be released once per calendar quarter. On the rare occasion that an emergency patch needs to be applied, this will occur in addition to the scheduled, quarterly update.

   EDS is constantly developing and improving its software in response to customer needs, industry trends and technological advances. EDS has a long track record for implementing new features without disruption to existing customers. Careful planning and consideration are given to improving the software without imposing the burden of learning curves and loss of existing capabilities on its customers.

   All updates that require downtime are carefully planned and executed at times when they are least likely to cause disruption. Customers are notified in advance if a maintenance window has the potential to impact system availability.

b. Expectation for increased functionality with annual upgrades

   EDS continues to enhance system functionality throughout its system keeping up with the latest technology and needed functionality to remain superior among all 24 hour, emergency services scheduling providers.

c. Provisions for technical support

Officers will be able to reach EDS's account management team 24/7 for technical assistance using the web portal.

In cases where a technical issue is impeding the smooth operation of JSO 's system, EDS staff will immediately undertake measures to troubleshoot, remediate and resolve the issue, regardless of the time of day or day of week when the issue is reported. EDS has a strong track record and excellent reputation for ensuring that its software, network and Cloud platform are robust and reliable. EDS is committed to ensuring smooth operation and continuous availability of its services.

EXHIBITS

Exhibit A: Independent Auditor's Report

Exhibit B: Conflict of Interest Statements

Exhibit C: Insurance Letter – EDS Coverages

Exhibit D: New Mobile App Overview

Exhibit E: EDS Overview Presentation

EXHIBITS

EXHIBIT A: INDEPENDENT AUDITOR'S REPORT

Independent Service Auditor's Report on a Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls

To: Hart Halsey, LLC dba Extra Duty Solutions.

Scope

We have examined Hart Halsey LLC dba Extra Duty Solutions (EDS) description of its law enforcement extra duty program administration solutions and systems entitled "Description of the Service Organization's System Provided by EDS Management" for processing user entities' transactions throughout the period January 1, 2019 to December 31, 2019 (description) and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in "Assertions by the Service Organization's Management" (assertion). The controls and control objectives included in the description are those that management of EDS believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the law enforcement extra duty program administration solutions and systems that are not likely to be relevant to user entities' internal control over financial reporting.

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

EDS uses a third party data center (subservice organization) to house its critical production computer servers, applications and networking equipment. The description includes only the control objectives and related controls of EDS and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by EDS can be achieved only if complementary subservice organization controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with the related controls at EDS. Our examination did not extend to controls of the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

Service organization's responsibilities

In Section 2, EDS has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. EDS is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period

January 1, 2019 to December 31, 2019 We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves—

- performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description
- testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved.
- evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description of tests of controls

The specific controls tested and the nature, timing, and results of those tests are listed in Section 4, the "Testing Matrices."

Opinion

In our opinion, in all material respects, based on the criteria described in EDS' assertion—

a. the description fairly presents the law enforcement extra duty program administration solutions and systems that were designed and implemented throughout the period January 1, 2019 to December 31, 2019

b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period January 1, 2019 to December 31, 2019 and user entities and subservice organizations applied the complementary controls assumed in the design of EDS' controls throughout the period January 1, 2019 to December 31, 2019.

c. the controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period January 1, 2019 to December 31, 2019 if complementary user entity and subservice organization controls assumed in the design of EDS' controls operated effectively throughout the period January 1, 2019 to December 31, 2019.

Restricted use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of management of EDS, user entities of EDS' law enforcement extra duty program administration solutions and systems during some or all of the period January 1, 2019 to December 31, 2019, and their auditors who audit and report on such user entities' financial statements or internal

control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties

The Moore Group CPA, LLC

Nashua, NH
February 4, 2020

EXHIBIT B: CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST STATEMENT

We started our company by managing the extra duty officer needs of corporations. Once we started administering extra duty programs for law enforcement agencies a few Chiefs questioned what they considered to be a conflict of interest. We subsequently spoke with a Commission on Accreditation for law Enforcement Agencies (CALEA) auditor and our outside counsel.

As a result of these discussions, we identified several meaningful conflicts of interest and determined that to serve our clients ethically and effectively we needed to exit either the corporate or law enforcement side of extra duty administration business.

As a result, we initiated an exit of our corporate business on 9/1/17 and had this exit completed by 12/31/17 with the exception of one corporate client with a single location. During this timeframe, all of our corporate clients were transferred to other providers as we terminated our business relationships with them. We now establish relationships only with law enforcement and municipal agencies. As of 5/1/18 we have completely exited the corporate business.

Extra Duty Solutions and its owners, managers, employees, and family members have absolutely no involvement in or ownership of any security guard business or related business including, but not limited to, businesses which obtain or schedule extra duty officers on behalf of corporate clients.

Some specific conflicts of interest identified by counsel and law enforcement agencies are as follows:

- We have not signed vendor agreements with your agency's vendors/customers (retailers, banks, theatre chains, etc.). Vendor agreements commonly contain rights of selection, rights of personnel termination, non-disparagement clauses, one-way indemnifications, insurance ordering claims and other clauses all aimed at pushing all risk from the vendor to the administrator and, in turn, your agency and individual officers.
- Client companies often make requests which are in conflict with the manner in which the law enforcement agency desires their program to be administered. For example, a company may request specific officers work their details, or specific types of officers (e.g., friendly, "good with kids", etc.) whereas the agency wishes to assign details via tenure, or a points system, or some other way to ensure consistency and fairness. The administrator will be tempted to bend or violate the agency rules to ensure their corporate client is happy.
- An administrator who has both corporate and agency clients is likely to want to please its corporate clients and give preference to their extra duty needs over the needs of other individuals and businesses needing the services of extra duty officers. The administrator may even seek to bend or violate the agency's rules to please their corporate clients. This may lead citizens and businesses in the community to accuse not only the administrator but also the agency of preferential treatment or unfairness, because scheduling for the administrator's corporate clients is more timely and satisfactorily performed. This could lead to accusations of discriminatory treatment of various individuals and areas within the community.

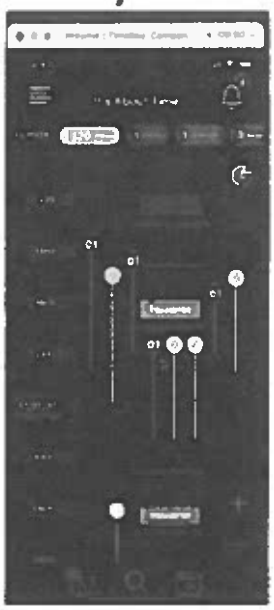
- Similar to the above point: a corporate client may want an extra duty officer to engage in activities which are in the "gray area": take tickets, access the master key to check the back room, check IDs, ensure bank tellers aren't leaving early, etc. Although these are not activities officers should be responsible for, and thus bring legal exposure to their agency, an administrator representing the corporate client will be conflicted and potentially allow such activities - in the absolute worst interest of the agency.
- An administrator who also places individuals other than the agencies' active, sworn officers into client details, will be conflicted based on the profit associated with each such individual. For example, if the administrator earns higher margins on armed or unarmed security guards, U.S. or state marshals, etc. they will be conflicted. A client requesting an extra duty officer may be steered toward agents in a geographically overlapping agency by the administrator depending on the specific margin levels. Again – in the worst interest of the law enforcement agency.
- The administrator company can "double dip." They can charge an administration fee on both the law enforcement side and the company side. In doing so, they earn twice the money for doing the same amount of work and are unfairly profiting within the local community.
- Security firms administering extra duty programs have and incentive and, in the past, have been found to "block" other security firms from openly operating in geographies within which they administer the extra duty program. There have also been cases of security firms stealing corporate customers from other security firms. This can and has caused dissatisfaction among local customers of the extra duty program.

EXHIBIT D: NEW MOBILE APP OVERVIEW

Pinch back and forth from year to day views

Year View ---------- Quarter View ---------- Month View ---------- Week View ---------- Day View

The Day View



- View on-duty and extra-duty details on the same page
- Other detail "lollipops" show number of details, start and end times; color coded for quick-view information
- Requesting details which overlap your assigned details or on-duty schedule is detected and prevented
- Requesting details which cause violation of "max hours worked" rules is detected and prevented
- Summarized information is presented across the top banner
- All "pills" and "lollipops" can be clicked through to view and engage with detail

Multiple and Repeatable Detail Search Capabilities

Search by vendor name(s) and save the search to repeat at will.

Your recently searched vendor names are always available.

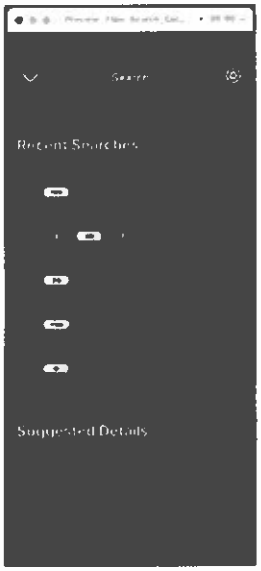
Create and save search lists which can be run and filtered at any time. Newly filtered and/or edited lists can themselves be saved for future use.

View and Engage with Search Results in Multiple Ways

Select the view you prefer to see search results. Store your favorite view and change anytime.

Click through or "swipe" to page through or request details.

Artificial Intelligence Suggests Details for You



The AI tools runs "in the background" as you select which details you are interested in working.

The more details you request, the better the suggestions will become – more specific to your detail interests.

"Swipe" left and right through the suggested details and press on any of interest to see detail specifics and request detail if interested.

Prioritize Details You Choose

Jump to any day, and scroll through search results front-to-back or vice-versa. Use scroll bar to move quickly

View details you've requested on one page and reorder them in the order of your preference.

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Application Speed

Application Problem/Issues

- Speed is slow

Causes

- Application Design Issues
- Data is transferred to the device in very large blocks
- Searching is too generic, resulting in too many results
- Large amounts of data are populated in the App automatically
- IT Infrastructure Issues
- Our current server architecture is stressed by the rapid growth we have experienced
- Shared servers between back-end processes, such as automatic job assignment

Our Solution

- We are restructuring our servers to provide more capacity and eliminate processing bottlenecks
- Bigger and faster database servers
- Dedicated servers for back-end processes, such as automatic job assignment, notifications, etc.
- Better Software Design
- The new mobile app will transfer data in smaller, more focused blocks, resulting in a more responsive user experience
- Searching in the new mobile app will be more specific and tailored to the officers' preferences, resulting in smaller, more relevant results.
- The app will load small amounts of summary data until the officer starts searching or requesting more information. These views will be narrower and more responsive.

PROJECTION TIMELINE

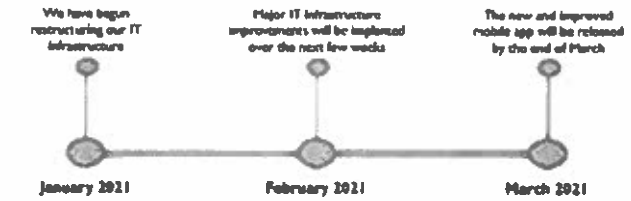
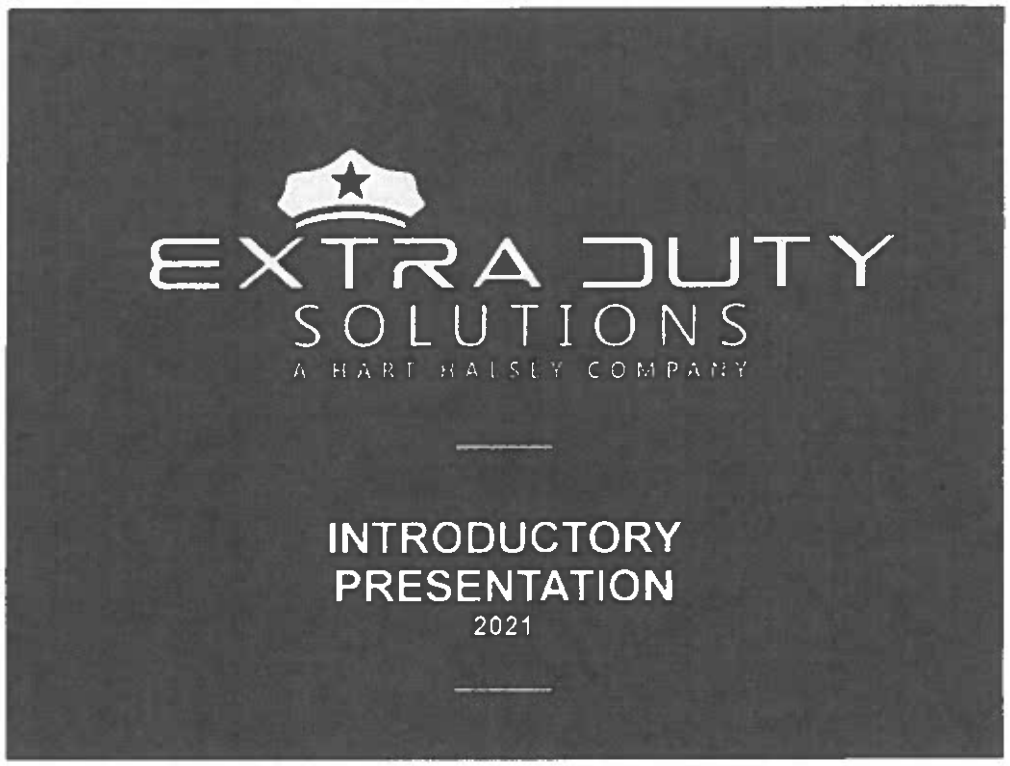


EXHIBIT E: EDS OVERVIEW PRESENTATION



3

Program Administration:
Overview and Components

Client Interaction

24/7/365 customer inquiry response via dedicated account team
- Rates/ rules
- Information required for scheduling

New client on-boarding
- COI collection
- Terms and conditions agreement

Portal for recurring customers

Ensure all details fit agency rules

Two-way feedback loop

Client Invoicing / Collections

Our problem

Questions/disputes handled through us

We finance payroll (but accept credit risk)

Scheduling

Detail view/sign-up without scheduling conflicts for Officers in app & portal

Department rules govern assignment protocols / never deviated from

Checks/balances: confirmation emails with maps embedded, check-in calls, reminder emails etc

Fully compatible with internal coordinator roles

Highly customizable Officer experience (i.e., pay or comp time, miles driven, etc.)

Officer Payment

Directly from us or through City payroll

IRS required tax forms ℄ through us

Payment options
- Same schedule as on-duty pay; or
- Counter to on-duty weeks, weekly, etc

City admin / cruiser fees paid on same schedule

4

Program Administration:
Initial Set-up and Knowledge Transfer

We learn from you...

Rates and rate rules (i.e., differences by time of week, day, type of detail, etc.)

If there are any detail types or prior customers which are off-limits

Which Officers can work which detail types

Cancellation, detail transfer, "split-job" and other day-to-day policies

Monetary flow matters:
- flow path from customers to Officers
- timing of Officer payments
- client non-payment escalation process (if applicable)

Go-forward reporting/ touch-base plan

Specific client information we should be aware of

Who our liaison will be

Disciplinary actions we need to report on

we customize our process to accommodate

Create a "landing page" for your agency for our operations staff; assign specific account reps to the agency

Incorporate the rates, rate rules, scheduling rules, specific client information and any other pertinent information into our infrastructure

Incorporate scheduling rules into the scheduling software/ process. Capture Officers phone/email information for scheduling and confirmations

Set-up payroll processing and/or link into agency's current payroll system

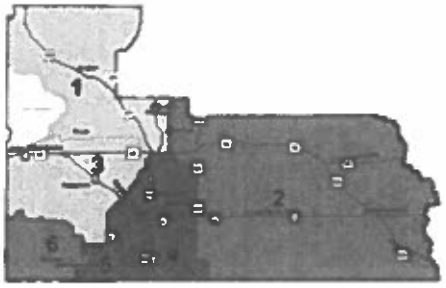
Create reporting cycle, finalize report content/ specifics with agency leadership

Run side-by-side tests and plan rollover of any aspects of agency's current processes which must be run parallel initially

6

Program Administration:

Customization Example 1 District Detail Fills



Filling Details by District

Details can first be offered to Officers in the "home" district followed by the "next" neighboring district, etc.

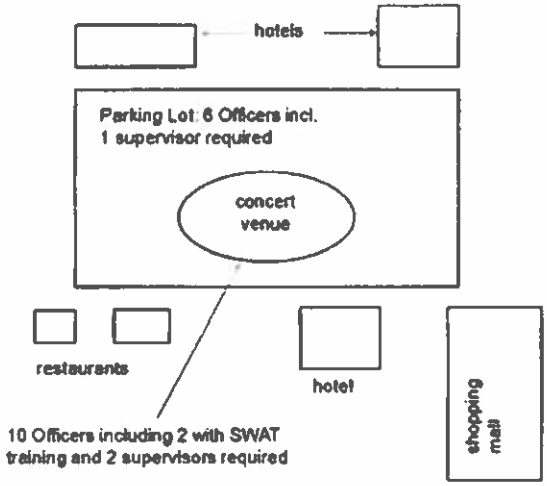
District fills can be overlaid with rank, specific certifications, etc.

A detail could be open to sector 6 command SROs, followed by sector 5 command SROs, followed by sector 3 command SROs, followed by sector 6 command non-SROs, etc.

6

Program Administration:

Customization Example 2. X-Vendor Event Fills



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Program Administration:

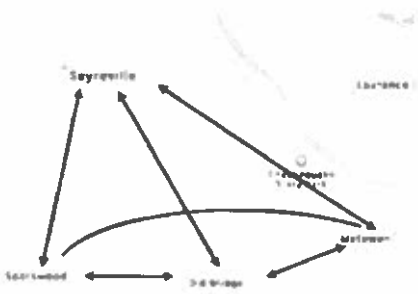
Customization Example 3: Overflow Detail Handing

Outgoing Overflow

Fayetteville has more details than they can fill

Neighboring agency or EDS posts overflow for the overflow to neighboring agency

Officers work details, EDS pays neighboring agency and invoices the vendor



Incoming Overflow

Southwood has more details than they can fill

They call the EDS Fayetteville account team and request officers

EDS posts the details to the Officers work for that the Officers bill invoices the corporate vendor

8

Program Administration:

Customization Example 4: Portal and invoice customization

Show customer invoice form [illegible] and [illegible] customization

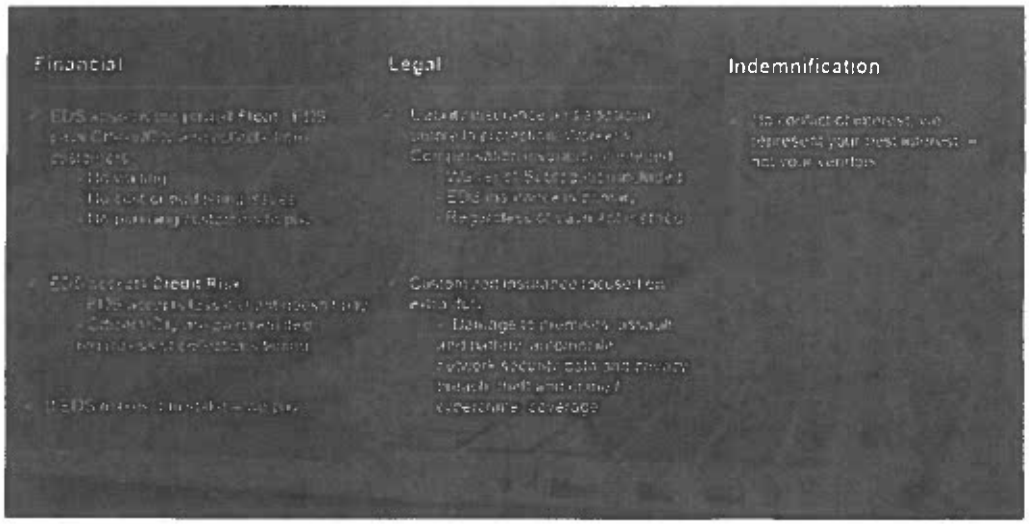
EDS customized the officer portal [illegible] the [illegible] and [illegible] [illegible] customization

Client customization [illegible] include:

- [illegible]
- [illegible]
- [illegible]
- [illegible]

9

Risk Mitigation



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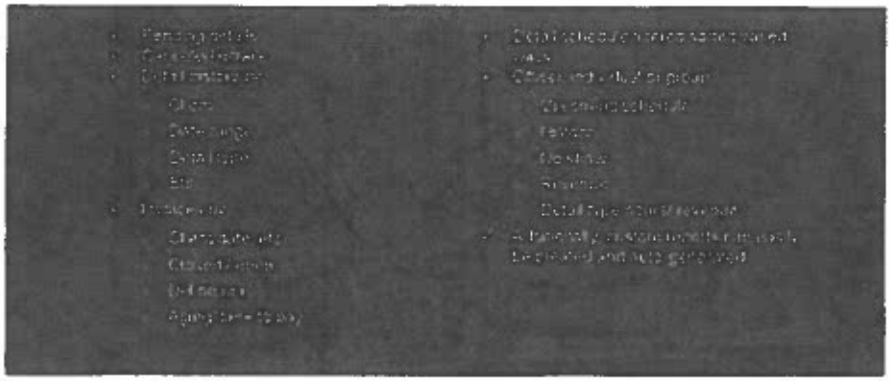
Reporting, Feedback and Maintenance

A wide variety of reports are available to Officers and agency leadership. Reports can be accessed/ created online individually as needed, or pre-selected reports can be emailed to the correct individuals on an on-going basis (ie, weekly/ monthly report collections)

Report examples



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Summary

- Highly experienced with complex programs
  - Road job intensive programs
  - Cross-agency job bills
  - Regions within agency
  - More rules than officers
  - Minor onboarding requirements
  - Engagement with internal coordinators + City planning
  - Multi-vendor recruiting events
  - OPRA information requests
- Account Management Sophistication
  - Dedicated account team (no long-term rotation, agency-wide owned)
  - No nearshored and outsourcing
  - Vendor portals 24/7
  - City team, not a call center
  - Account teams split across 2 of 3 operating centers with disaster preparedness/recovery safeguards
  - Fully functional with internal coordinator roles
- Highly customizable Officer software and payroll cadences
- On-duty software realtime integration
  - preclude "double booking"
  - enforce "total hours worked" rules
  - one look/feel, ease of use
  - one app for both on- and off-duty
- No conflict of interest, we are an agent of your agency only – we are not an agent of your vendors
- No allegations of unfairness
- 37% of customers can kill insurance, workers compensation insurance at reduced or cost, with no vendor intermediations
- No cost to agency, you manage, we administer
- certain detail types can be handled without cost

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Appendix

1. On Duty Software / Program detail pages
2. Program cost summary / example
3. Program activity flow pages
4. Management background
5. Company background
6. Contact information

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ON DUTY SCHEDULING SOFTWARE

Personalized Communication and Notifications- Choose how you want to receive updates by email or text to cell phone. Access to a summary display log that provides a list of all the notifications "On Duty" sent.

Available Overtime On Demand- Lets your officers know when there are available overtime shifts that they can request to work.

Request History- Review previously submitted requests for schedule changes such as requests for time-off, shift-swaps, or credit for overtime worked.

Time Balances- In one click instantly view a display of your current available benefit time and accumulated overtime. One more click shows you detailed transaction history, allowing you to verify that your time has been properly charged.

Views at Glance- Easily select custom views for your daily and monthly schedule which includes color-coded calendars that show which days you are scheduled to work or have off.

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ON DUTY SCHEDULING SOFTWARE

FEATURES & BENEFITS *(Cont.)*

- **Timecards & Automated Schedule Updates**-
- **Full Roster Schedule Views**-
- **Request Schedule Changes**-
- **Manage Employee Requests**-
- **Customized Schedule Views for Supervisors**-
- **Compliance Management**-
- **Training Tracker**-
- **Staffing Levels**-
- **Shift bidding** -

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Program Administration:
Day-to-Day: Client Interaction

Pre-Detail Phone or Web-based Interaction

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Program Administration:
Day-to-Day: Client Interaction (continued)

Pre-Detail Web-based Interaction

Post-Detail Interaction

17

Program Administration:
Day-to-Day: Scheduling

Detail Posting and Sign-Up

EDS account reps enter pertinent information into the scheduling portal location, date, times, detail expectations, client, etc

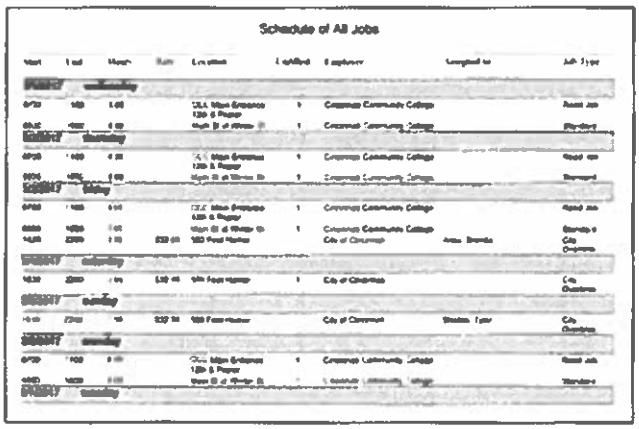
"Open detail" notification is posted in accordance with agency rules

postings can be viewed upon sign-on by individual Officer and/or "pushed" to Officers via email and/or text (Officer's choice) in the event of last minute needs

Officers sign up also according to agency rules (i.e., new details can be offered by tenure, date of last extra duty engagement, all-at-once, etc.)

Officers signing up for details are verified against agency rules (e.g., have not signed up for more than 20 hours of extra duty work that week, etc.) and informed via email/text of their assignment which contains all pertinent information including expandable map.

Details can be assigned by EDS to Officers based on time-slots if desired



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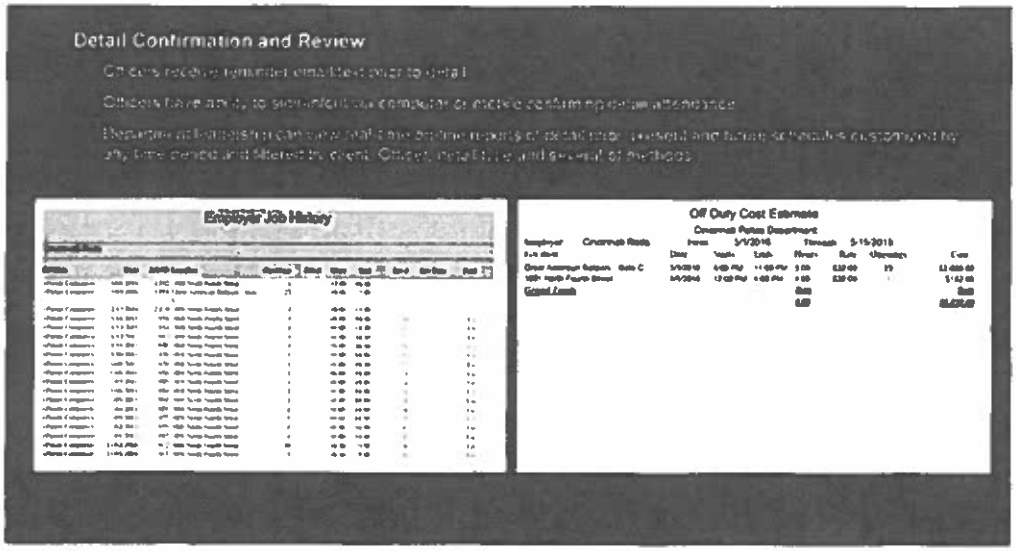
Program Administration:
Day-to-Day: Scheduling

Detail Confirmation and Review



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Program Administration:
Day-to-Day: Officer Payment

- Officers are paid either through the current agency process or directly from EDS
- EDS handles all IRS-related documentation if applicable

Statistical Profile of Jobs and Employers

From [illegible] Through [illegible]

Total Officers	[illegible]
Active Officers	[illegible]
Inactive Officers	
Active Employers	[illegible]
Permanent Employers	[illegible]
One Time Employers	[illegible]
Employers Authorized for Website	[illegible]
Permanent Employers with Jobs in Date Range	[illegible]
One Time Employers with Jobs in Date Range	[illegible]
Website Authorized Jobs in Date Range	
One Time Jobs in Date Range	263
One Time Hours Worked in Date Range	384
One Time Officers Working in Date Range	43
Permanent Jobs in Date Range	[illegible]
Permanent Hours Worked in Date Range	[illegible]
Permanent Officers Working in Date Range	[illegible]
Total Hours Worked in Date Range	375
Officer No Shows in Date Range	
Officer-to-Officer Job Transfers in Date Range	
Employer Job Cancellations in Date Range	
Total Paid to Officers in Period	[illegible]
Total Jobs Requested in Date Range	[illegible]
Officers Requesting Jobs in Date Range	[illegible]

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Program Administration:
Day-to-Day: Client Invoicing and Collection

- Rates are set by agency. Customers are invoiced according to agency billing schedule, prior to detail, day of detail, end of week or after completion
- Customers can be invoiced via hardcopy or PDF email
- Customers pay EDS who, in turn, pays agency & Officers directly
- Delinquent Customers are not the agency's problem, but EDS will notify agency leadership when appropriate

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Cost Savings Example & Potential:
Major City Example

Headcount cost savings	$1,100,000	Reduced 11 FTEs to 2, including overhead multiplier
Float cost savings	$ 200,000	$22M program with 35 day avg. AR turn and 5% capital cost
Bad debts cost savings	$ 500,000	Calculated 2.3% of invoiced amounts are never collected upon
Uncollected city admin fees	$ 200,000	Estimated 10% of detail's are unknown to the City and admin fees never enter City bank accounts
TOTAL	$2,000,000	Does not include officer's comp savings (approx. $850k), greatly enhanced liability insurance for City/Officers, payroll processing costs and labor

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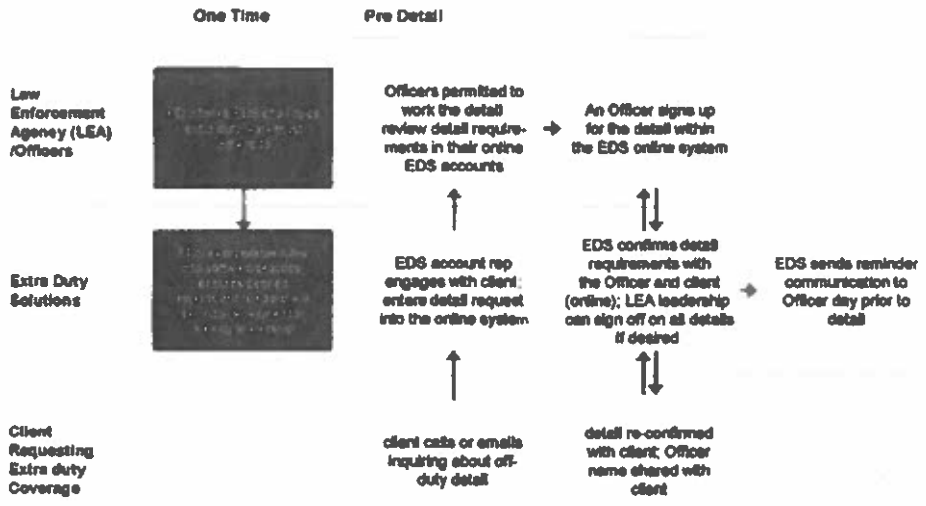
Engagement Workflow



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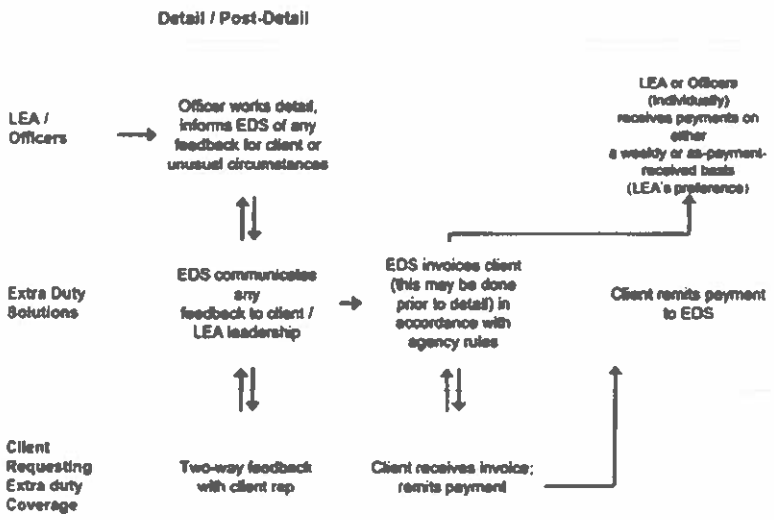
Engagement Workflow:
continued



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History

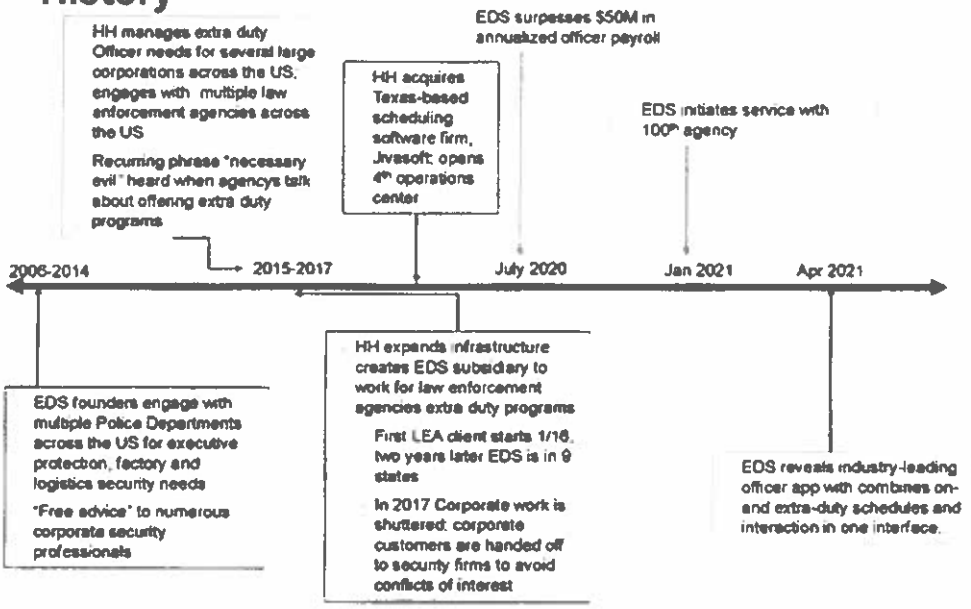

EXHIBIT F: JIVASOFT ON-DUTY HIGHLIGHTS

- **News & Updates Communication Tool**- Lets employees and leadership to stay engaged.
- **Personalized system communication**- Choose how On Duty communicates with you by selecting available options such as email or text to cell phone.
- **Notifications**- a summary display log that provides a list of all notifications that you receive from On Duty such as a change in the schedule or approved time-off requests.
- **Available Overtime On-**
- **Demand**- Lets your officers know when there are available overtime shifts that they can request to work.
- **Request History**- Review previously submitted requests for schedule changes such as requests for time-off, shift-swaps, or credit for overtime worked.
- **Time Balances**- In one click, instantly view a display of your current available benefit time and accumulated overtime. One more click shows you detailed transaction history, allowing you to verify that your time has been properly charged.
- **Schedule Views at A Glance**- Easily select custom views for your daily and monthly schedule which includes color-coded calendars that show which days you are scheduled to work or have off.
- **Timecards & Automatic Schedule Updates**- View the number of hours worked or used benefit time during your pay period to ensure that your time has been accurately recorded for payroll. On Duty updates your timecard automatically when your schedule changes.
- **Full Roster Schedule Views**- See who's working when. Helpful when planning shift swaps with fellow staff.
- **Request Schedule Changes**- Submit time-off requests and overtime requests or special duty assignments. View pending request statuses in real-time and get instant notifications once a request has been approved or denied. Allows multiple time-off codes for a single day or shift.
- **Manage Employee Requests**- View and respond to all submitted employee requests.
- **Customized Schedule Views for Supervisors**- Access real-time schedules of all the employees that report to you.
- **Compliance Management**- On Duty's timecard validation tool reviews each timecard for compliance with your organization's policies plus identifies issues such as under-reporting of time, use of benefit time that is not available in the employee's time bank or use of restricted codes.
- **Training Tracker**- Track training and certification expirations.
- **Staffing Levels**- Track hourly minimum staffing levels.
- **Shift bidding** – A highly flexible module enabling officers to bid for on-duty shifts on an as-needed basis.

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End of Extra Duty Solutions for Administration of Off Duty Police Officer Secondary Employment Services for the Greensboro Police Department

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GREENSBORO
NORTH CAROLINA

FINANCIAL & ADMINISTRATIVE SERVICES

DATE: June 8, 2021

TO: Trey Davis, Assistant City Manager

FROM: Arthur Buckaloo, Contracts Analyst

DEPARTMENT: Financial & Administrative Services
Procurement Services Division

SUBJECT: Requesting approval to award contract number 2021-10879, revenue contract for the Administration of Off Duty Police Officer Secondary Employment for the Police Department.

Solicitation:
Procurement Services Division, solicited on the behalf of the Police Department, a three-year revenue contract for the Administration of Off Duty Police Officer Secondary Employment under GePS event number 10068. The event received three bid responses.

Recommendation:
The Procurement Services Division concurs with the Police Department to award contract 2021-10879 to Hart Halsey, LLC dba Extra Duty Solutions. The estimated annual revenue is $366,634.40.

Outreach:
- Solicitation notifications were sent to five hundred sixty-eight potential bidders.
- Direct solicitation emails were sent to eighteen potential MWBE bidders.
- Hart Halsey, LLC dba Extra Duty Solutions, is not a registered HUB with the State of North Carolina.

Financial information:
- Contract number 2021-10879
- Revenue Account Number: 101-3502-02.7433
- Contract Term: July 1, 2021 – June 30. 2024
- FY22
- Estimated annual revenue amount: $366,634.40
- Estimated total contract revenue: $1,099,903.20

EAB
Attachment