



Response to:
Request for Proposal # 19-OP-10
Security Services for
Mississippi State Port Authority - MS



4072 US-45, COLUMBUS, MS 39705
662.327.3555 | WWW.NORTHATLANTICSECURITY.COM



NORTH ATLANTIC SECURITY

A SUBSIDIARY OF J5 SOLUTIONS, LLC

Request for Quotation # 19-OP-10

Security Services for
Mississippi Port Authority

4072 US-45, COLUMBUS, MS 39705
662.327.3555 | WWW.NORTHATLANTICSECURITY.COM

 NATIONAL

Certified as a
Minority Firm By:

Minority Supplier
Development Council

us.Small11w, Min1Rronoo
Hubzone Certified

North Atlantic Security

Request for Quotation #19-OP-10 Letter of Transmittal

North Atlantic Security
4072 US-45
Columbus, MS 39702

To Whom It May Concern:

Enclosed is the Request for Quotation 19-OP-10 for the following services:

- Security Services

Also, on behalf of North Atlantic Security, I would like to thank you in advance for reviewing our Request for Proposal 19-OP-10 and we look forward to hearing from your organization in the near future.

If you have any questions, please contact me directly at 662-329-5600 or James (Jim) Bell at 662-327-3555.

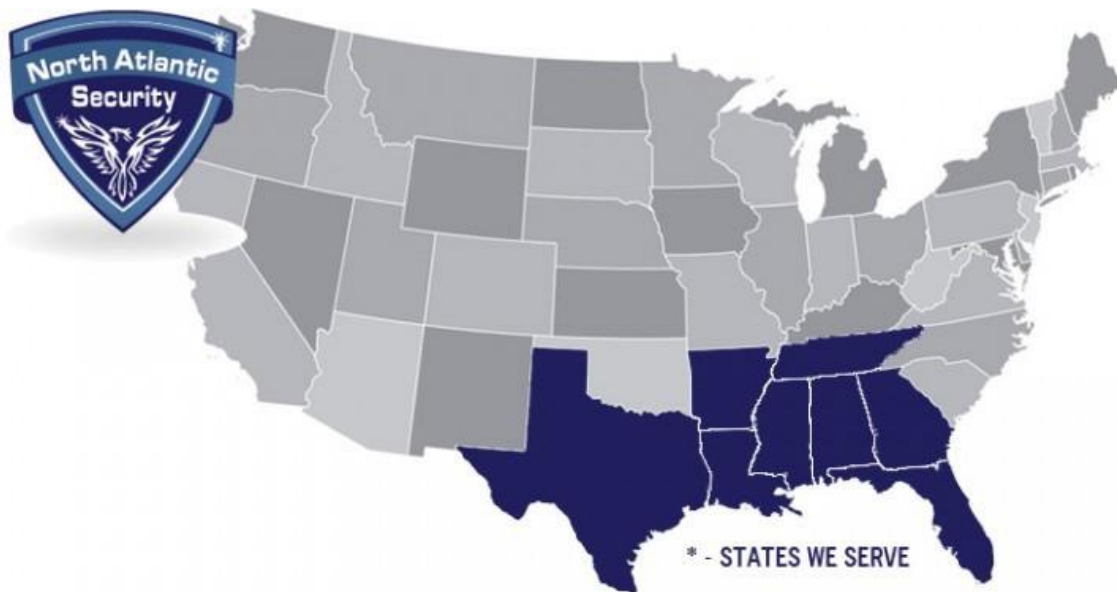
Jabari O. Edwards
CEO J5 Solutions,
LLC

OFFICE AND STAFF **LOCATIONS**

North Atlantic Corporate Office
4072 US Hwy 45 South
Columbus, MS 39702
(662) 327-3555 Phone
(662) 327-2555 Fax
(800) 625-6630 Toll Free

North Atlantic Satellite Office #1
1725 Pine Street
Montgomery, AL 36106
(334) 230-1191

North Atlantic Satellite Office #2
301 N Main Street
Conroe, TX 77305
(936) 525-7399



CURRENT FIELDS OF SERVICE BY STATE

Mississippi Sites

- Retail locations
- City/County Court Locations
- State Court Locations
- Federal Court Locations
- Religious Organizations
- Private Industry
- Construction Sites
- Environmental Sites
- Sports Venues
- Schools Security
- Private Personal Security
- Special Events

Alabama Sites

- Department of Corrections
- Retail Locations
- Private Industry
- Private Personal Security
- Special Events

Texas Sites

- City/ County Court Locations
- Retail Locations
- Construction Sites
- Private Personal Security
- Special Events

Tennessee Sites

- School Security

TABLE OF CONTENTS

Our Commitment

Corporate Overview

- ☐ Qualifications & Experience
- ☐ Mission
- ☐ History
- ☐ Culture
- ☐ Uniformed Guards
- ☐ Organizational Structure

Key Personnel

- ☐ CEO J5 Solutions
- ☐ President J5 Solutions
- ☐ President North Atlantic
- ☐ Director of Operations North Atlantic Security
- ☐ Comptroller/HR Manager
- ☐ Procurement Director

Certification/Licenses

OUR COMMITMENT

Message from the CEO Jabari O. Edwards, Sr

Today, Tomorrow, and Forever, I pledge that North Atlantic will be committed to adding quality performance, cost saving methods and diversity to every job. We will treat every job, no matter how small or large, with a level of respect and maintain the dedication to excellence, which is expected by our clients. NAS will always reflect my values of honoring contracts, and putting people and our clients first. We will forever be a minority firm who produces majority results.



“My Why”

I started in business in January 2000 with the simple purpose of building something that would allow me to have a positive impact on the lives of others. As I have traveled on this journey, the business sectors have changed, while the mission has not. Theodore Roosevelt once said that “The best executive is one who has sense enough to pick good people to do what he wants done, and self-restraint enough to keep from meddling with them while they do it.” My focus and commitment has been to surround myself with others who possess the same passion for people that has served as my source of inspiration and has continued to fuel me on this roller coaster of a journey that is labeled entrepreneurship. Projects start and stop; money comes and goes; however, people are forever and that's why I am committed to using business and the growth of it as a platform and tool that will always allow this organization to be committed to serving and improving the lives of others.

North Atlantic Security President

Jim Bell

In today's uncertain economy and ever changing social environment, protecting your assets with the right security firm is one of the most critical business decisions you will ever make.



North Atlantic Security has over a decade of experience providing frontline protection and security services for a variety of clients including federal entities, universities, event venues, shopping malls, hospitals, executive staff, commercial/residential properties, and casinos – just to name a few.

We are also excited to announce we are under new ownership with a renewed focus on quality and client service. Our new parent company, J5 Solutions, LLC is a Certified Minority Project Management Firm, best known for its commitment to diversity and support of our veterans. J5 Solutions, LLC is also Hub-zoned Certified by the SBA and a member of the National Minority Supplier Development Council.

CORPORATE **OVERVIEW**

North Atlantic Security

OUR MISSION

North Atlantic Security's sole mission is to provide only the highest quality security services. We will deliver personal, professional and responsive services that maximize value for our clients and we will always respect the interests of past, current, and future clients of North Atlantic Security.

HISTORY

With over 120 years of law enforcement, security, and military experience, North Atlantic Security (NAS) has been operating in the State of Mississippi since 2006.

Until 2016, North Atlantic Security was owned and operated by James (Jim) Bell who successfully grew North Atlantic Security from a small security company to a full fledge security service provider employing over 400 employees.



In 2016, ownership of North Atlantic Security was transferred. It was acquired by a Florida based security firm who only operated NAS in the State of Mississippi for a year and ten months before selling North Atlantic Security to J5 Solutions LLC, a certified minority company, located in Columbus, Mississippi, in November 2017.

Once acquired by J5 Solutions, Jabari O. Edwards, Sr. (CEO), who now owns 100% of NAS, made it a top priority to bring James (Jim) Bell in as the President of North Atlantic Security to reestablish NAS's dedicated commitment to service and convey the future vision of North Atlantic Security moving forward. In his opening statement to all of NAS's leadership, Edward's stated that he wants the employees of NAS to look at it as a place for a career and not just a job.

OUR CULTURE

North Atlantic Security's management strategy revolves around building a strong, diverse, well-defined and sustainable work environment. Our selection process ensures that our team of security professionals has the right fit and skill sets to be successful at your facilities. Further, our promotion-from-within philosophy has enabled us to develop long-term careers for our valued team members, rather than short-term jobs.

Uniformed **Security Officers**

North Atlantic Security uniformed officers provide a substantial deterrent to criminal and inappropriate activity at any location of assignment. Within the limits of local and state law, our uniformed security officers will take all responsible and necessary steps to protect persons and property.

North Atlantic Security currently employs over 275 guards. Within our organization, our employee average time of field experience is 2.5 years.

All North Atlantic Security officers will have a minimum of the following training:

- CPR/First Aid
- On The Job Training
- Emergency Response
- If Armed/ NRA Certification for Firearms
- Restraining Techniques

All North Atlantic Security officers before employment:

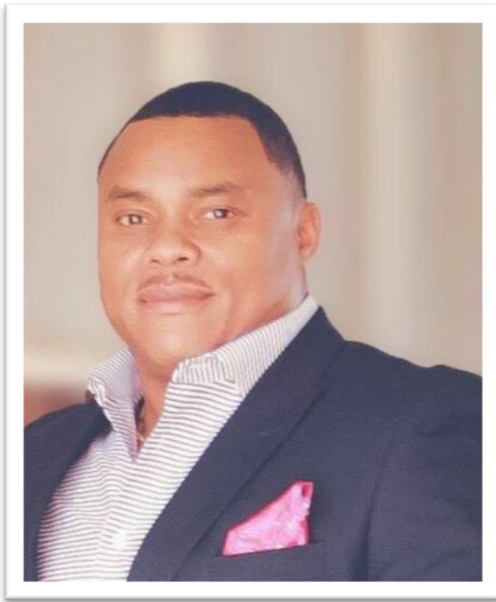
- Will have completed an extensive background check
- Be at least 21 years of age
- Have no felony convictions or history of theft or fraud
- Have valid driver's license
- Have high school diploma (or GED)
- Pass a drug screening
- Undergo Sexual Harassment Prevention Training
- Undergo Diversity Awareness Training
- A Legal U.S. Citizen (I-9 Verified)



KEY PERSONNEL

JABARI O. EDWARDS. SR., *CEO J5 Solutions*

jabari@j5gbl.com | 662.327.3555



PROFILE

Jabari O. Edwards, Sr. is a native of Columbus, Mississippi. He is the owner of J5 Solutions, LLC, a project management firm, majority owner of The Bridge Group, LLC, an insurance brokerage firm, BH Properties, and North Atlantic Security Company. Having established personal and professional relationships throughout the United States, Jabari's focus is growing his organizational brand on a national and global level.

Jabari began his entrepreneurial career in January 2000, with the opening of an insurance agency. He was co-owner of H&E Construction, a minority owned company that focused on residential and small commercial projects. He has a proven track record of managing people and the timely delivery of projects. Upon the formation of The Bridge Group (larger clients include MGM Mirage, United States Secretary of State Global Embassy Arts, Southern Company) in 2007 (purchased from Wells Fargo), Jabari worked to build a relationship with Aon (the largest insurance brokerage and consulting firm in the world), and from there worked with management a team in Chicago to build Cornerstone Innovative Solutions (a division that partners and mentors minority firms). In 2010, Jabari worked with the CEO's of Wells Fargo global brokerage Dave Zuercher and Neal Aton, along with Anne Doss (head of banking relationships) to create a business model for Wells Fargo diversity initiative. In 2012, Jabari worked with Willis executives Kim Waller and Phil Styles to create Willis' business model, Willis Open. Jabari has testified in State of Mississippi hearings about ways to improve minority participation on state funded contracts.

In 2010, Jabari saw the need for a minority firm with scalability in the construction sector, and therefore he started J5 Solutions. J5 has served as construction/project managers on many complex projects for many global companies around the country. J5 serves as the ground and building maintenance contractor for Southern Company on their

North Atlantic Security

Kemper County MS Project and served as civil contractor for Kior (bio fuel plant located in Columbus, MS). J5, in a contract assignment serving as the project management firm, has been the first minority contractor in the history of Columbus, MS. Ironically Jabari's father, Joe Edwards was the first African American elected official in the history of the city. Jabari's mission is to build a project management firm which combines unparalleled expertise with a commitment to real diversity. Working for the Greenfield Environmental Trust, J5 is now known around the country as one of the premier environmental management and environmental Justice firms in the South-East Region of the United States.

Jabari also served as a director on various boards, including Mississippi Health Trust Fund (appointed by Governor Haley Barbour) This board managed and set the budget of the billions in funds received from the tobacco lawsuit. Jabari has served as Vice-Chairman of Columbus Housing Authority and Chairman of the Board of Commissioners for the Columbus Utility Board. Articles have been written about this program, in a national utility magazines, and duplicated by other energy providers. Currently Jabari serves on the Board of the Boys and Girls Club, Small Business Capitol Loan Fund Board (formerly the Minority Loan Fund Board), The North Mississippi Board for Regions bank, The Mississippi Business Finance Corporation/ Mississippi Development Bank (appointed by Governor Phil Bryant), and The United States EPA's National Environmental Justice Advisory Council (NEJAC) (Appointed by EPA Administrator Scott Pruitt in Dec 2017).

He is married to the former Jewel Sherrod and they have three children: Tori, Jabari Jr., and Joe. They are active members of Vibrant Church in Columbus, MS. He is active in his community and is a Diamond Lifetime Member of the NAACP. He and Jewel started their non-profit, Bubba's Hope, to further their commitment to honor Jabari's father Joe by serving and helping the less fortunate around the country.

North Atlantic Security

ANTWANN RICHARDSON, *President J5 Solutions*

antwann@j5gbl.com | 662.327.3555

Work History

J5 GBL, LLC

President

2016-Present

Columbus, MS

- Oversee Day to Day Operations of the entire organization and all related entities
- Provide Guidance and Coaching to the Executive
- Provide Guidance with budgetary decisions and all other financial decisions throughout the organization
- Maintained active community involvement
- Strategic Planning



Regions Bank

Vice President

2010-2016

Columbus, MS

\$69MM Deposit Portfolio \$30MM Loan Portfolio

- Maintained proper compliance within bank guidelines
- Active Outside Business Calling Efforts
- Achieved weekly, monthly and quarterly sales goals
- Maintained active community involvement
- Made outside business calls to maintain current customers and prospect for new business
- Coach associates daily to insure branch goals are properly understood and executed.
- Developed business and consumer checking and deposit relationships

Wells Fargo

Assistant Vice President

2008-2010

Tupelo, MS

- Credit and Financial Analyst
- Financial Support to Credit team
- Provided coaching support to the senior credit manager
- Underwriting of consumer loans

Prudential Realty

Realtor

2004-2008

Columbus, MS

- The marketing and sale of real estate
- Built relationships with prospective buyers
- Assist and guided buyer through the buying process

North Atlantic Security

Accomplishments:

- 2015 Top Producer MS
- 2014-YTD (# 1 in North MS in Production)
- 2013 Top producer in Small Business Banking Lending
- 2012 Chairman' s Club (Top 10% of the Company)
- 2012 Top producer in Small Business Banking Lending
- 2011 Chairman' s Club (Top 10% of the Company)
- 2011 Top producer in Small Business Banking Lending

Education:

2015	Mississippi University for Women <i>Masters of Science in Global Economics</i>	Columbus, MS
2015	Ole Miss School of Banking	Oxford, MS
2014	Mississippi University for Women <i>Executive Degree in Management</i>	Columbus, MS
2007	Mississippi University for Women <i>B.S., Communication; Minor, Business Administration</i>	Columbus, MS
2006	East Mississippi Community College <i>Associates Management of Information Systems</i>	Mayhew, MS

North Atlantic Security

JAMES (JIM) BELL, *President NAS*

jbell@northatlanticsecurity.com | 662.327.3555



Profile

Over ten years of security background and thirteen years of law enforcement experience including investigation and cybercrime. Shareholder and owner of North Atlantic Security from 2006 to 2016. Currently, the President of North Atlantic Security.

Work History

North Atlantic Security

President

October 2017-Present

Columbus. MS

Responsibilities:

- Acquire new business relationships
- Transition the company smoothly into new business ownership
- Lead day to day operations

North Atlantic Security

Owner/CEO

2006-2016

Columbus. MS

Responsibilities:

- In 2006. North Atlantic Security was formed
- Vice President and Shareholder until 2010
- Owner/CEO from 2010-2016

Accomplishments:

- During this time. the company was operating in four states and licensed in six.
- North Atlantic Security had approximately 350 employees

Lowndes County Sheriff Department

IT Administrator

Nov 2002-2006

Columbus. MS

Responsibilities:

- Maintain networking of ISO plus computers
- Fiber termination and CAT 5 installation
- Software and information security integrity
- Cybercrime investigation
- Maintenance and installation of network servers
- Installation of switches and hubs
- Technical support
- Responsible for Lowndes County law enforcement wireless network
- Improved Lowndes County 911 NCIC operating services
- Designed and established Lowndes County Sheriff Department website

North Atlantic Security

Lowndes County Sheriff Department

Detective

Jan 1996-Nov 2002

Columbus, MS

- Investigation of felony crimes
- Collection and categorization of evidence
- Court testimony and documentation
- Interview and interrogation of suspects
- Cybercrime investigation
- TACT officer for Lowndes County investigation division
- Sergeant of Lowndes County Investigation division

Lowndes County Sheriff Department

Deputy Sheriff

Dec1993-Jan1996

North Atlantic Security

JONATHAN W. STEADMAN, *Director of Operations NAS*

jsteadman@northatlanticsecurity.com | 205.431.6307



Background

- Currently Director of Operations for North Atlantic Security
- Secondary education English and History teacher
- Internal process auditor for one of the largest networks of private correctional facilities in the nation
- Staff instructor for firearms, first aid, CPR and safety training for correctional and detention facilities
- Crisis management coordinator for both private correctional facility and juvenile detention facility

Experience

North Atlantic Security Columbus, MS 2018-present

Director of Operations

- Direct oversight of all sites and employees
- Streamline field processes to ensure top level security
- Enhance field training programs to ensure supreme training levels of staff
- Meet with clients to ensure 100% customer satisfactions

Frank Hughes School Clifton, TN 2014-2018

7-12 grades teacher

- Provide instruction in English language arts
- Provide instruction in History
- Baseball coach
- Assist in grant writing for additional school funding

Greater Clifton Area Chamber of Commerce Clifton, TN 2014-2016

Director

- Worked to expand business opportunities and investments for city
- Recruitment of new retail opportunities for city
- Recruitment of tourism attraction opportunities for city

South Central Correctional Facility, Clifton, TN 1999-2012

Teacher/Staff Trainer/ Process Auditor

- Provide instruction in basic adult education with emphasis on English language and Social Studies
- Provide instruction in GED test preparation
- Trained all pre-service and in-service employees in First Aid/ CPR
- Certified Firearms instructor responsible for training and compliance of all active employees
- Assisted in training of staff for crisis management procedures
- Conducted internal audits of processes to include:
 - Contract compliance
 - Employee certification compliance
 - Employee conduct
 - Inmate cost analysis in relation to allowed state per-diem rate
 - AR/AP processes

North Atlantic Security

Three Springs Inc. Courtland, AL 1998-1999

7-12 Teacher

- Provide instruction in Social Studies
- Provide practical life instruction to special needs students
- Provide focused skills instruction to at risk youth

Tennessee Valley Juvenile Detention Center 1997-1998

Guard

Education

University of North Alabama

B.S.- Social Studies

1997

M.A.- History

2015

Additional Related Experience

Graduate Research Assistant

2014-2015

Historical Restoration Project Director

2000

U.S. National Park Service Volunteer

1992-1997

Various publication relating to educational field of expertise

2013-2015

North Atlantic Security

TINA WHATLEY, *Comptroller/HR Manager*

twhatley@northatlanticsecurity.com | 205.712.6135

Background

- Comptroller for North Atlantic Security
- Human Resource Manager for North Atlantic Security and J5 Solutions
- General Manager of wholesale petroleum distribution company
- Accounting Credit Manager for national truck body manufacturer
- Accounting Credit manager for national brick company



Experience

North Atlantic Security/ J5 Solutions Columbus, MS 2018- present

Comptroller/ Human Resources Manager

- Management office staff responsible for billing, accounts payable, accounts receivable, customer support
- Manage all hiring processes for field staff
- Manage employee relations between field staff and management
- Manage all processes for employee pay, benefits and training compliance

Midsouth Petroleum Company Vernon, AL 2015-2018

General Manager

- Management of office responsible for billing, accounts payable, accounts receivable, customer support, image quality, environmental, dispatch, IT, sales and project management.
- Manage through direct reports all field employees in service, maintenance and transportation.
- Manage environmental processes to stay compliant with all state and federal regulations for fuel distribution
- Manage fleet of all transport trucks and drivers for petroleum distribution
- Create, review and distribute monthly financial data to executive team to provide details of profitability
- Manage all banking and financial relationships for company
- Manage fleet of service trucks and 16 employees in service and project management
- Evaluate profitability of current station relationships as well as potential purchases
- Engage with vendors and contractors for repairs and construction of new sites
- Manage all safety and compliance processes and standards across all 3 divisions
- Conduct all employee new hires, terminations, reviews and appraisals
- Conduct monthly audits of all processes, customer accounts, GL accounts, maintenance records

TBEI Ox Bodies Fayette, AL 2006 to 2014

Credit Manager

- Established and created a credit department and credit and collection processes for two company divisions
- Researched credit worthiness and established credit limits for all accounts
- Reviewed lockbox remittance for proper application
- Conducted monthly inventory reviews for large buyers using floor plan and consignment payment plans to protect company assets
- Worked with customers on a daily basis to resolve any and all payment issues
- Created and maintained monthly reports to reflect collection efficiency for stock holder meetings and bank audits
- Acted as controller in daily accounting functions

North Atlantic Security

Boral Bricks, Inc

Augusta, GA

2003 to 2007

Credit Manager/Trainer

- Managed credit department responsible for collection of 30,000 accounts
- Researched credit worthiness and established credit limits for all accounts
- Conducted monthly reviews of all accounts to review credit history and limits needed
- Reviewed lockbox remittance and assisted accounts receivable department in application of payments
- Worked with customers to resolve any and all payment issues
- Created and maintained monthly collection reports to show collection efficiency
- Conducted employee reviews and team building meetings
- Traveled as outside trainer for the credit department staff and sales force
- Traveled to numerous locations in the US to conduct training seminars in the following areas:

Education

Chaminade University of Hawaii

BA- English Literature

Minor- Religion, Criminal Justice, Accounting

North Atlantic Security

JOSEPH R. BRACKIN, *Procurement Director*

jbrackin@northatlanticsecurity.com | 662.327.3555



Profile

Served as the unit commander for the Narcotics Unit for approximately 12 year and was founder of the Lowndes County Tactical Team while having served as the team commander for over 9 years. I have extensive experience in the fields of covert surveillance, undercover operations, surveillance equipment installations, meth lab investigation and disassembly, as well as inventory tracking and control. I was also selected to serve on a federal OCDETF task force and served in the capacity of a deputized special federal officer through the Federal Bureau of Investigation for approximately 3½ years. In addition to these duties, I have written grants and overseen grant programs, along with founding a local youth group to raise awareness of and promoting the prevention of alcohol and tobacco access to youths.

I hold certificates as a N.R.A Certified Pistol Instructor, Personal/Executive Protection Instructor, Defense Tactics Instructor, Escape Driving Instructor and Response to Terrorist Attacks Instructor, and has successfully completed FEMA courses in NIMS (National Incident Management System) and ICS (Incident Command System) through command level.

Work History

North Atlantic Security

VP/Director of Operations

March 2012-Present

Columbus, MS

- Originally joined the North Atlantic Security team as the Director of Training and have also held the position of Chief of Security
- As Vice President of North Atlantic Security, I am responsible for overseeing operational sites, hiring decisions, and customer relations.
- I maintain licenses and permits in many of the states we have contracts and business partners, along with state certified training licenses.

Lowndes County Sheriff's Office

1992-2012

Columbus, MS

- 1993-2007 Narcotics Unit Team Commander and then promoted to Unit Commander of Narcotics in 1996. Became certified as a Chemical Munitions Instructor, as well as Hazmat Technician Levels A, B, C, and D.
- Emergency/Disaster Command Post as Sheriff's Department Designee to make decisions in times of emergency

North Atlantic Security

- May 2007 96 hour certification as a trainer in evasive driving, tactical shooting, and dignitary protection at Safehouse Training facility, Pima County, Arizona. Selected as an Executive Protection Instructor, Defensive Driving and Convoy Protection/Escort for the MS Office of Homeland Security, teaching over 240 employees of numerous State, Local, and Federal Law Enforcement Agencies.
- June 2007, appointed Force Protection Region 2 Commander for Mississippi Office of Homeland Security, to organize, train and command 60 officers for disaster/event response for the state of Mississippi.
- 2008 Completed all levels of Homeland Security incident/disaster command training through ICS400

Columbus Police Department

Uniform Patrolman

1983-1992

Columbus, MS

- Assigned to the Metro Narcotics and Vice Unit
- Over two years working as an undercover agent in the State of Mississippi and in Alabama
- Numerous temporary assignments with the Columbus Police Department Investigative Division, participating in investigations ranging from arson to murder
- From 1986 to 1989, underwent training in Cannabis Detection and Eradication, Drug Enforcement Administration, Special Weapons and Tactics entry team training, Officer Survival and modern handgun techniques, Federal Bureau of Investigation, and Basic Technical Investigation with the Mississippi Bureau of Narcotics

Education

East MS Community College

Associates Degree Business/Psychology 2016

North Atlantic Security

STEPHEN J. CARPENTER, *SITE SET UP COORDINATOR*

scarpenter@northatlanticsecurity.com | 662.327.3555



Profile

With seven years of United States Army experience, this presented the path into law enforcement, corrections, and private security. Originally hired on at North Atlantic Security as a security officer at one of the local schools, I was promoted to Site Supervisor, then Regional Supervisor, and to my current position as Chief of Security. Experience, training, and fieldwork have given me the knowledge and background to excel in all my previous work positions. I currently hold my Mississippi Firearms License, Louisiana Qualifying Agent License, and Mississippi Armed Security Guard License. I am also a Qualified Manager in Georgia, Tennessee, and for the Texas Department of Public Safety.

Work History

North Atlantic Security *Chief of Security*

July 2007-Present

Columbus, MS

- Customer relations, employee recruiting, scheduling, training, situational troubleshooting and contract bidding are aspects of my position.
- To perform my duties, I obtained and continue to maintain several licenses, permits, and certificates for several states in which we do business.

Eagle Security Company *Security Officer*

August 2006 - July 2007

Birmingham, AL

- Primary Duty Station New Hope Middle School
- Additional duties included temporary guard sites and personal protection as needed

Community Counseling Services *Day Treatment Assistant*

January 2004 - August 2006

Columbus, MS

- Worked closely with the Adolescent Offender Program (AOP) Therapist to provide treatment within the therapeutic arena, where counselors attempted to teach adolescents how to develop social skills, interpersonal relationship skills, self-control and insight so that they can exhibit correct behavior and more effective coping skills
- Responsible for conducting curfew checks and random drug screens

State of Kansas/Topeka Juvenile Correctional Facility *Juvenile Corrections Officer*

March 2002 - August 2006

Topeka, KS

- Provided a secure environment for juvenile offenders in confinement 23 hours a day
- Worked in the "Special Behavior" unit that housed 16 offenders diagnosed with various mental handicaps

North Atlantic Security

University of Kansas Police Department

University Police Officer

September 1988 - February 2001

Lawrence, KS

- Performed surveillance operations
- Trained in the use of radar, handgun/shotgun, fingerprint equipment, emergency vehicle operations, handcuffs, mace, baton, and medical emergency equipment/first aid/ CPR equipment
- Daily involvement in public relations
- Participate in annual certification required by Department regulations
- Testify in court proceedings when requested
- During my employment in this position I was awarded the following:
 - Received Officer of the Quarter status 1991 - Fourth Quarter
 - Received the Meritorious Service Award for assistance given to the Lawrence Police Department in tracking down and apprehending a subject involved with assaulting a police officer
 - Received Certificate of Commendation in 1995
 - Certificate of Commendation in 2000 for medical emergency involving CPR and a despondent family member in the same incident

Perry Police Department

Lieutenant, Traffic Division

October 1985 - October 1988

Perry, KS

- Patrolled on foot and in vehicles
- Enforced traffic safety laws
- Directed traffic flow at accident scenes
- Conducted investigations of accidents
- Photographed and or sketched diagrams of accidents
- Collected, analyzed and verified information during interviews
- Located, collected, handled, and preserved physical evidence

Oskaloosa Police Department

Police Officer

January 1986 - July 1985

Oskaloosa, KS

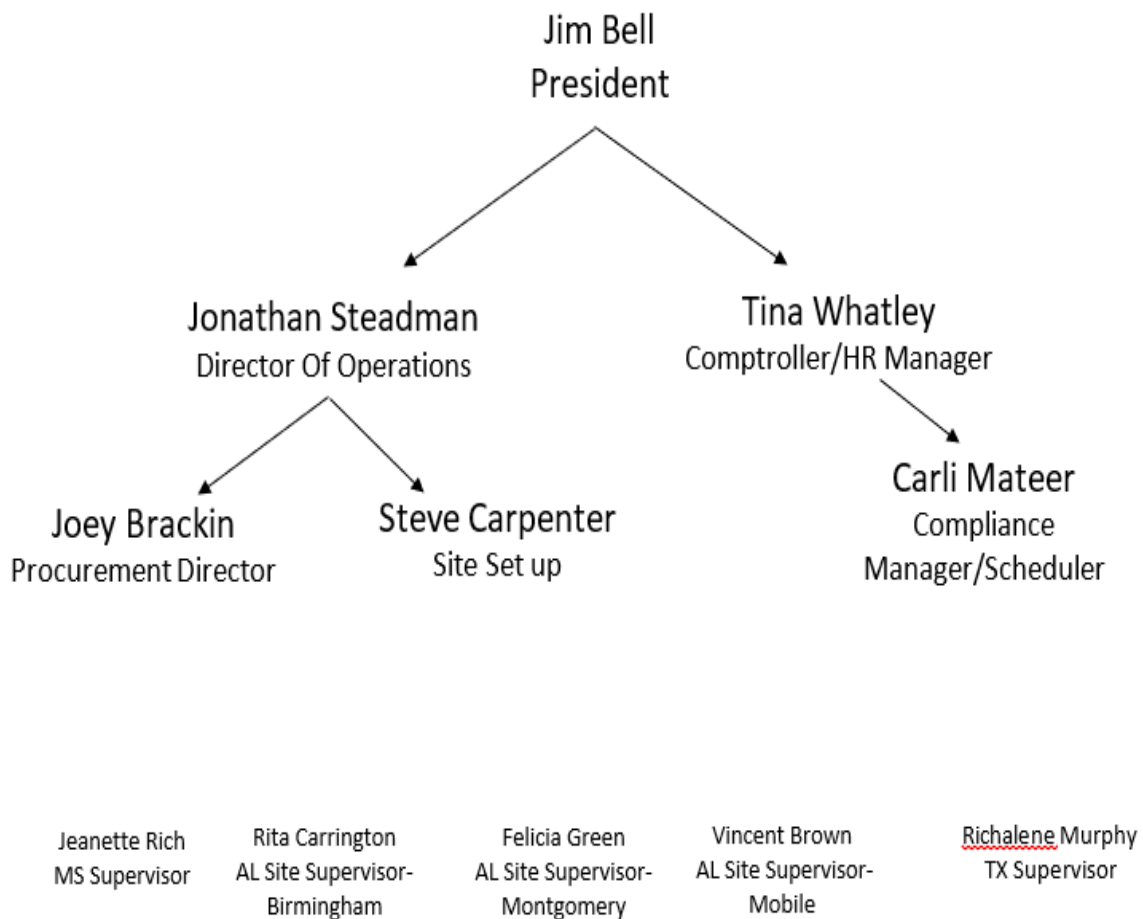
United States Army

E-5 Sergeant

September 1973-July 1980

- Military Personnel Center Europe
- Heidelberg, Germany from August 1975-February 1979
- Supervised 13 Military personnel

Organization Chart- North Atlantic Security



GUARDS

PLAN OF ACTION

PURPOSE:

This Security Plan constitutes the "Standard Operating Procedures" relating to physical and procedural security for Mississippi Port Authority of Gulfport. Security personnel shall be familiar with

the information and procedures associated with this Security Plan.

Distribution: A copy of this plan shall reside in each of the following locations:

- Headquarters Security Operations Center
- Systems Operations Center
- Emergency Manager
- All Guard Post

SECTION 1

SITE MAPS:

These site maps reveal the restricted areas of each hydro project, as well as the physical security layouts that protect such areas. The measures listed below are incorporated into the security layouts, and shall be utilized to control and enforce access to the restricted areas:

- Guard posts - located at each access point
- Placement of fencing, locked gates, barricades, and signage
- Electronic Access - Identification/access badges issued to employees and approved contractors
- Screening process for contractors and visitors
- Security camera monitoring- Regional dispatch center for law enforcement/fire services
- Contracted guards -- inspection patrols

SECTION 2

SECURITY SYSTEMS:

The Port utilizes a number of security systems designed to help fulfill its security mission. These systems complement the policies, procedures, and measures that form the Port's robust security program. The Port's security systems include:

1. Fencing & Gates-Access points/gates are secured through one of the following methods:

- Manually opened
- Electronically accessed with card credential
- Electronically accessed with remote gate fob

*All perimeters and access points are monitored 24/7 by CCTV or contracted security guards.

2. Exterior Lighting

- Exterior lighting placed throughout the location to emphasize and highlight perimeters, gate, Guard Post access points, entry points into buildings and areas of interest.
- Exterior lighting serves as a deterrent, as well as to aid in monitoring of the

North Atlantic Security

Utility's CCTV system.

3. CCTV-The CCTV cameras throughout should consist of cameras have Pan/Tilt/Zoom (PTZ) capabilities, and be strategically placed throughout the projects. This CCTV system shall be monitored 24/7.

4. Security Guards-The services of a private security company are to be for physical security as well as access/egress control. Guards are stationed at the guard gates. Additionally, "patrol" guards are assigned to conduct security checks of the Port's properties. The security personnel shall control access to the Port facilities, allowing only properly identified employees and/or contractors.

5. Law Enforcement Support-The Security Contractor shall developed strong partnerships with the local law enforcement agencies. These agencies support the security mission through collaborative training and exercises, observation patrols, response to incidents and proactive meetings. (UTILITY) Closed Circuit Television (CCTV) cameras, controls and monitoring increase critical infrastructure protection and to:

- Provide enhanced security and safety at Port facilities;
- Provide operational viewing of Port projects;
- Provide safety alerts or response to a major event.
- Provide emergency responders with video coverage (where available) of critical incidents.
- Use of Port CCTV is appropriate for security, safety, operational and/or emergency responses.

Physical Response Guideline for Threat Alert Level- **Level Low**

- Be trained on alert guidelines for safety of Port property and employees
- General workforce awareness.
- Security, Threat, and Disaster Recovery Plans reviewed and updated annually as a minimum.

Physical Response Guideline for Threat Alert Level- **Level Guarded**

- Port authorities alert to unusual activities and whom to report such activities.
- Operational plans and procedures up-to-date, to include:
 - Security, Threat, Disaster Recovery, and Fail-Over plans.
 - Other Operation Plans as appropriate, i.e., transmission control procedures.
 - Determine availability of additional security personnel.
 - Determine responsiveness of medical emergency personnel.
 - Review all data and voice communications channels to assure operability, user familiarity, and backups function as designed.
- Implement low and guarded measures, if not implemented.
- Ensure all gates, security doors, and security monitors are in working order and visitor, contractor, and employee access control is strictly enforced.
- Identify critical and on-call personnel.
- Establish communications with law enforcement agencies.
- Identify additional business/site specific measures as appropriate.

North Atlantic Security

Physical Response Guideline for Threat Alert Level- **Level High**

- Implement measures lower threat level measures.
- Place all critical and on-call personnel on alert, consider tabletop exercises.
- Ensure all gates and security doors are locked and actively monitored electronically or by random walk-by procedures
- Implement enhanced screening procedures for personnel and deliveries.
- Limit access to facilities to essential personnel.
- Coordinate with fuel suppliers, as necessary.
- Inspect site fuel storage and HAZ-MAT (hazardous material) facilities.
- Increase liaison with law enforcement and emergency services.
- Coordinate critical security programs with adjacent utility organizations.
- Consider emergency utility operations/procedures appropriate to available threat intelligence.
- Additional business/site specific measures as appropriate.

Physical Response Guideline for Threat Alert Level- **Level Severe**

- Implement measures from all lower threat levels.
- Stop all tours and visitors.
- Establish contacts with medical emergency personnel.
- Secure all entrances and critical service facilities, such as substations, etc.
- Consider use of armed security personnel.
- Stop all mail and package deliveries directly to site.
- Inspect all vehicles entering site.
- Fully brief Port authorities on emergency procedures.
- Establish frequent communications with all law enforcement agencies.
- Additional business/site specific measures as appropriate.

SECTION 3

Additional

- All personnel assigned to the Port shall also receive standard Homeland Defense emergency response and procedures.
- All personnel assigned to the Port shall have, at all times, established communications with other security personnel.
- All personnel assigned to the Port shall be provided with a contact flow chart, for proper relay

CURRENT TERRITORY



North Atlantic Security

Alabama Department of Corrections

Contact: Grant Culliver

301 S. Ripley Street

P.O. Box 301501

Montgomery, AL 36130-1501

Ph. (334) 353-3883

Job Description:

Guard service for outpatient clinic visits and hospitalized state prisoners.

Contract Length: 2010-Current

Montgomery County (MOCO) Texas Government Admin Property

Contact: Jorge Ardines

501 N. Thompson Suite

Conroe, TX 77301

Ph. (936) 539-7967

Job Description:

State Property and Personnel Security Services

Contract Length: 2017-Current

Columbus Municipal Court

Contact: Chief Fred Shelton

1501 Main St,

Columbus, MS 39701

Ph. (662) 244-3528

Job Description:

Personnel Security (Courtroom) Columbus Police Department

Contract Length: 2014-Current

Lowndes County Circuit Court

Contact: Sheriff Mike Arledge

527 S MLK Dr

Columbus, MS 39701

Ph. (662) 328-6788

Job Description:

Personnel Security (Courtroom) Lowndes County Sheriff Department

Contract Length: 2016-Current

Lowndes County Justice Court

Contact: Linder Erby

Administrator

309 M.L. King Dr

Columbus, MS 39701

Ph. (662) 329-5929

Job Description:

Property and Personnel Security Services (Courtroom)

Contract Length: 2010-Current

EXHIBIT A

**MISSISSIPPI STATE PORT AUTHORITY
REQUEST FOR PROPOSALS FOR SECURITY SERVICES**

SUBMISSION FORM RFP # 19-OP-10

Company North Atlantic Security
Address P.O. Box448, Columbus, MS
Contact Person James Bell
Telephone Number 662-327-3555
Email James Bell

NOTE: It is the Contractor's responsibility to provide adequate information in their proposal package to enable the MSPA to ensure the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of MSPA, or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Contractor ☐ is ☒ is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest. For the purposes of this declaration, the Contractor should refer to Mississippi Code § 25-4-101, et seq. including, without limitation, § 25-4-105, and any other applicable law concerning conflicts of interest.

CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor ☐ has ☒ has not (mark one box) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is

a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other

statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature: James Bell

Name (Printed): James Bell JAMES BELL

President

EXHIBIT B

MSPA Security Services Rate Sheet

EXHIBIT B

				July 1, 2019 - June 30, 2020		July 1, 2020 - June 30, 2021		July 1, 2021 - June 30, 2022	
Position	Hours Per Week (Estimated)	Annual Hours (Estimated)	Employee Pay Rate	MSPA Bill Rate	Employee Pay Rate	MSPA Bill Rate	Employee Pay Rate	MSPA Bill Rate	
West Gate Guard	24 hours 7 days a week 168 hours (weekly)	8736 hours annually	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
North Gate Guard	0600 until 1800 5 days a week 60 hours (weekly)	3120 hours annually	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
East Gate Guard	0600 until 2200 5 days a week 80 hours (weekly)	4160 hours annually	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
Armed Security Guard	This service will be provided on an as needed basis	Hours may vary	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
Off Site Building Security Guard	0700 until 1800 5 days a week 55 hours (weekly)	2860 hours annually	\$12.00	\$16.83	\$12.00	\$16.83	\$12.00	\$16.83	
Vehicle Screening Guards (2)	0700 until 1600 or 8 hours a day 5 days a week 45 hours (weekly)	2340 hours annually	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
Surveillance Guard	24 hours 7 days a week 168 hours (weekly)	8736 hours annually	\$12.00	\$16.83	\$12.00	\$16.83	\$12.00	\$16.83	
Radio Operator/Guard	0600 until 2200 5 days a week. Saturday and Sundays 0600 until 1800 104 hours (weekly)	5408 hours annually	\$12.00	\$16.83	\$12.00	\$16.83	\$12.00	\$16.83	
Roving Patrol Rate	2300 until 0800 5 days a week and Saturday and Sunday 24 hours a day 93 hours (weekly)	4836 hours annually	\$13.50	\$18.91	\$13.50	\$18.91	\$13.50	\$18.91	
Captain of Security Rate	1500 until 2300 5 days a week 40 hours (weekly)	2080 hours annually	\$17.00	\$20.37	\$17.00	\$20.37	\$17.00	\$20.37	
Security Vehicle	PER DAY RATE		*****	\$22.16	*****	\$20.37	*****	\$20.37	

MSPA WILL ONLY PAY FOR HOURS WORKED. HOURS MAY VARY

North Atlantic Security
Legal Name of Company

PO Box 448, Columbus, MS 39703

City, State Zip

James Bell, President

Name & Title of Authorized Person

Signature

Date

4-2-19

Holiday Pay: 150%

Please list the percentage of the base rate to show holiday pay rate

EXHIBIT C

MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT

STANDARD AGREEMENT

for SECURITY SERVICES

[Contract Number]

THIS AGREEMENT, made and entered into this 2nd day of April, 2019, at Gulfport, Mississippi, by and between the Mississippi State Port Authority at Gulfport, P.O. Box 40, Gulfport, Mississippi 39502 (the "MSPA"), and

*North Atlantic Security
4072 Hwy 45 N
Columbus, MS 39705*

(the "Contractor").

This Contract includes this Standard Agreement and all attachments and the Supplemental Conditions hereto (together, the "Agreement," the "Contract," or the "Contract Documents").

The Contractor for and in consideration of the conditions, agreements, and stipulations of the MSPA hereinafter expressed, does hereby agree to furnish to the MSPA services and the obligations and responsibilities as follows:

A. WORK TO BE PERFORMED:

The Contractor shall secure and protect the premises within the jurisdiction of the MSPA at Gulfport, Mississippi, hereinafter referred to as "Protected Premises" and shall furnish uniformed security guard protection and traffic control service for the Protected Premises. Contractor shall furnish at its own cost and expense, all labor, materials, equipment, supervision, supplies, transportation, insurance and all other services necessary or required to complete the work in accordance with the requirements as set forth herein.

EXHIBIT C

B. COMPENSATION:

This Agreement is subject to the fiscal and administrative provisions of the Mississippi State Port Authority and the State of Mississippi. Charges will accrue only after execution of this Agreement. Any amount of the MSPA's obligation hereunder shall not at any time exceed the amount stated in this Agreement. Unless otherwise provided for in this Agreement, the MSPA shall be represented by its Executive Director in all administrative matters relating to this Agreement.

The MSPA hereby agrees to pay for the services at the times, in the manner, and for the consideration, as herein expressed. All payments made under this Agreement must be approved by the MSPA Board of Commissioners. The MSPA Board of Commissioners' regularly scheduled meetings are generally held on the fourth Thursday of each month.

All invoices submitted by the Contractor to the MSPA for the Work being paid for on an actual cost basis shall be subject to audit or re-audit by the MSPA and its representatives. Books and records showing any charges thereto shall be retained and made available in Gulfport, Mississippi, for not less than three (3) years after completion of the Work and receipt of final payment for purposes of this provision.

When requesting payment for services or reimbursement of costs, the Contractor shall submit supporting documentation in sufficient detail to clearly document fees/costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs travel, etc. All requests for payment or reimbursement to the MSPA shall include sufficient documentation to justify reimbursement or payment to the Contractor, including invoices and proof of payment of an invoice.

The Contractor will be paid in arrears promptly on presentation of invoices, or such other data as the MSPA may herein specify, after rendition of service. All original invoices or payment applications shall be presented to the Mississippi State Port Authority at Gulfport, Attn: Accounts Payable, P.Q. Box 40, Gulfport, MS 39502.

ALI fees shall be based on information provided by the Contractor's written proposal, attached and incorporated herein as -

TOTAL AGREEMENT NOT TO EXCEED\$[?]

C. TIME FOR PERFORMANCE:

Period of Performance for this Agreement shall commence on July 1, 2019 and expire on June 30, 2020 with a renewal option of two (2) years to commence on July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022 subject to annual review.

EXHIBIT C

D. SPECIAL REQUIREMENTS

1. SECURITY and GATE CONTROL REQUIREMENTS

- a) The Contractor shall make reasonable efforts, to protect persons, secure and protect property, materials, and equipment from unauthorized use, loss or theft; prevent trespassing, espionage, and sabotage; and perform related or other security services at the Protected Premises.
- b) The Contractor shall make reasonable efforts to control personnel and vehicle entry to and from various entrances at the Protected Premises.
- c) The Contractor shall make reasonable efforts to enforce the identification and personnel access at the Protected Premises.
- d) The Contractor shall make reasonable efforts to prevent the occurrence of fires, explosions and catastrophes by causing its employees to maintain close observation of the buildings, machinery, vehicles, electrical equipment and personnel and to identify unsafe or potentially unsafe conditions, procedures, or activities. Upon the observation of any unsafe condition, Contractor's employees shall notify their Supervisor, and admission to the unsafe area shall be limited by Contractor to authorized personnel in order to minimize the risks. The Supervisor shall immediately notify MSPA's designated representative of such unsafe condition.
- e) In the event of a fire, explosion, or other catastrophe, the Contractor shall provide traffic control at the emergency location and other security disaster and emergency services as determined by the designated representative of MSPA.
- f) The Contractor shall make reasonable efforts according to security industry standards to suppress all illegal activities perpetrated against persons or property at the Protected Premises.
- g) The Contractor shall patrol the entire area of the Protected Premises, including all parking lots, by motor vehicle or on foot, as required, to provide continuous surveillance of the facilities. While patrolling, the Contractor shall check all designated gates, windows, and doors, and the Roving Patrol Supervisor should document and determine whether proper authority should be notified if same should be found open. Said gates, windows, and doors shall be closed and locked.
- h) The Contractor shall provide security protection (or call proper authorities) in situations including, but not limited to, incidents involving drug abuse, alcoholism, psychotic persons, civil disturbances, riots or other disorders. Contractor reserves the right to remove situations including, but not limited to, incidents involving illegal drugs, alcohol, psychotic persons, civil disturbances, riots or other disorders. Contractor reserves the right to remove personnel in the event of riots or other such disorders if continuation of same would result in eminent danger.

EXHIBIT C

- i) The Contractor shall make reasonable efforts to enforce Port policies in reference to traffic regulations for all vehicles operated at the Protected Premises.
- j) The Contractor shall make reasonable efforts to provide assistance to (or report to the proper authority) persons in need of aid caused by incidents including, but not limited to, hurricanes, storms, hazardous road conditions, nuisance animals, damaged utilities and other similar conditions.
- k) The Contractor shall make inquiries into security violations occurring at the Protected Premises and, if said violation constitutes an emergency, verbally report to the designated representative of MSPA or its designee immediately. The verbal report shall be followed by a written report within 24 hours of such emergency.
- l) The Contractor shall prepare and submit a full written report of security violations, violations of administrative regulations or assignment violations. In addition, Contractor shall maintain and submit reports and records in accordance with directives and regulations set by the designated representative of MSPA.
- m) The Contractor further agrees that its guards and watchmen shall be mentally alert, courteous, neat, clean, free from the influence of alcohol, drugs or other controlled substances, and presentable when on duty.
- n) The Contractor shall enforce any and all Rules and Regulations as MSPA may promulgate. MSPA shall provide Contractor with reasonable notice of any changes or additions to said Rules and Regulations prior to the implementation of the enforcement of said changes and/or additions.
- o) All activities of Contractor and the employees thereof shall be in conformity with applicable State and Federal laws.
- p) All regularly assigned guards, watchmen and other employees of Contractor, who shall perform services under this Agreement, shall have agreed to submit as a condition of employment under this Agreement and periodically thereafter as required by MSPA, to such tests as may be required by MSPA, with the existence of probable cause, to determine if any such guard, watchmen or other employee is under the influence of any controlled substance, drug or alcohol. The results of such tests shall be made available to **MSPA**. If any such test shall reflect the presence of any controlled substance, drug or alcohol in the system of any such employee of Contractor so tested, such employee shall be immediately removed by Contractor from service at the Protected Premises. Cost of said test shall be at the expense of MSPA if test is negative. If the test is positive, the expense shall be the responsibility of the Contractor.

2. ADMINISTRATIVE REQUIREMENTS

- a) The Contractor, prior to commencement of this Contract, shall supply the designated representative of MSPA an organizational chart to include all the names

EXHIBIT C

and respective titles for each position. Thereafter, a monthly roster of personnel assigned shall be submitted on or before the 26th day of each succeeding month. In addition, the Contractor shall develop and maintain an Officer Recall System capable of recalling trained security force members to duty in sufficient numbers to meet emergency situations, i.e., MARSEC Levels arising at the Protected Premises. The designated representative of MSPA shall determine what constitutes an emergency.

- b) No Contractor personnel shall be on duty on either a fixed or mobile post for more than twelve (12) consecutive hours in a twenty-four (24) hour period or in excess of sixty (60) hours per week except in an emergency situation.
- c) The Contractor shall be responsible for supplying additional security personnel when required due to special events and/or visits by high-ranking officials. Each special event shall be for a minimum of four (4) hours. The Contractor shall receive notification in advance from the designated representative of MSPA of these special events and such notification from the designated representative of MSPA of these special events and such notification must be given at least six (6) hours prior to the event.
- d) The Contractor shall have management personnel available twenty-four (24) hours per day capable of making all operational decisions concerning this Contract.
- e) The Contractor shall provide supervisory personnel to make inspection visits of the job site at random hours during the day and night on a consistent basis with at least four (4) inspections per week. Reports from these inspections shall be issued to MSPA as well as the Contractor on a weekly basis.
- f) The Contractor shall, within three (3) months subsequent to commencement of the Contract, file with MSPA, a manual of procedures utilized in complying with the requirements of this Contract. Any changes in procedure shall be filed with MSPA for inclusion in said manual.

These duty instructions do not constitute the entire post responsibilities and are to be utilized in conjunction with the Contractor's written, documented Standard Operating Procedures. All Contractor Standard Operating Procedures shall be reviewed and approved by the MSPA.

3. STANDARDS FOR PERSONNEL

a) Contractor Personnel Security Clearance

Security personnel shall be required to possess a personnel security clearance acceptable to MSPA based on standards including, but not limited to, background investigations, police record checks, and other related investigations. All security personnel of Contractor shall also be required to obtain a Transportation Worker's

EXHIBIT C

Identification Card pursuant to the regulations of the United States Department of Homeland Security and the United States Coast Guard.

b) Minimum Criteria

The Contractor shall insure that all regularly assigned security personnel, prior to assignment to duty at the Protected Premises, meet or exceed the following criteria:

Education. All security personnel shall have a high school or GED education as a minimum and be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

Medical Examination. All security personnel shall pass a physical examination suitable to MSPA by a licensed physician at Contractor's expense.

Vision. All security personnel shall have no less than 20/40 acuity with corrective lens in each eye separately, horizontal field of vision 60-85 degrees temporally from a central fixation point and no noticeable muscular imbalance that would deter the employee from performing security tasks.

Ears. All security personnel are required to have normal hearing in each ear.

Age. All security personnel shall be twenty-one (21) years of age or older.

c) Special Skills:

- All security personnel, while performing duties on the property, shall possess valid Mississippi Operator, Commercial or Chauffeur's license.
- All security personnel must satisfactorily complete an approved industrial oriented first aid course from a certified instructor within the first six (6) months of employment at Contractor's expense.

4. TRAINING

- a) Prior to assignment, all regularly assigned security personnel shall satisfactorily complete the following minimum training prior to post assignment and written certification shall be supplied to MSPA's representative three (3) days prior to the date the Contractor commences duty at the Protected Premises.

1. Mission and function of security guard operations.
2. Post and patrol orders and operating procedures.

EXHIBIT C

3. Employee Visitor entry system.
 4. Safeguarding proprietary materials.
 5. Security officer authority.
 6. Use of fire alarm system, fire extinguisher fire barriers and sprinkler system.
 7. First aid.
 8. Clear and concise report writing.
 9. General orientation on conduct and attitudes on and toward the job.
- b) Thereafter, certifications for any new security personnel shall be supplied prior to the time the individual reports for duty.
- c) Subsequent to assignment, additional training shall be satisfactorily completed in the following subject areas within six (6) months of commencement of duty.
1. Movement and control of vehicular traffic by guard using hand and arm signals.
 2. Methods of prevention and detection of pilferage, sabotage, espionage, stowaways and other criminal acts.
 3. Bomb threat search methods and related plans and evacuation of facilities techniques.
 4. Maintenance of law and order and suppression of unlawful acts in times of disaster.
 5. Protection of property and closely controlled access in instances of civil disturbances and riots.
 6. Standards of conduct which promote high duty performance.
 7. Familiarity with Hazardous Cargo Information and Hazardous Materials Information.
 8. Vehicle search techniques.

6. UNIFORMS AND EQUIPMENT

- a) The Contractor shall provide to all security personnel, at Contractor's expense, all of the following uniforms and personal equipment items specified below.

EXHIBIT C

All Contractor security personnel shall wear this uniform and all authorized personal equipment while on duty in a clean, serviceable condition. The uniform shall be the prescribed Contractor's uniform colors, conforming to acceptable standards and consistent in style and color for each employee. Such uniform and equipment shall include the following:

1. Shirt for men, shirt or blouse for women, long or short sleeve
2. Trousers and belt
3. Cap (Military service type or hard hat or ball cap with security designation) optional, but if worn, one specific design and color.
4. Raincoat
5. Badge
6. Shoulder patches
7. Name plate
8. Flashlight
9. Spotlight for vehicle
10. Light Bar for vehicle

- b) Required safety items. Required items of safety apparel shall be worn by personnel of both sexes but need not be identical in style but shall in each case satisfy the safety standards involved.
- c) Badge. Appropriately lettered breast badge and cap ornament shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor and special technical qualifications may be worn on the shoulder **Of** the uniform: No other identification of the Contractor is to be worn or displayed on the uniform..

7. MSPA FURNISHED PROPERTY AND SERVICES

- a) MSPA shall provide to the Contractor, for use in connection with the contract, the listed property, All such property shall remain on the Protected Premises and remain the property of MSPA
1. Telephones, for official use only - no personal calls.
 2. Heat, lights and other utilities.
 3. Security officer working space, including sentry stations.
- b) The Contractor shall take all reasonable precautions in accordance with sound industrial security practices to safeguard and protect the said property and maintain it in a clean and serviceable condition. The Contractor assumes the risk of, and shall be responsible for, any loss of or damage to said property in his possession; except for

EXHIBIT C

reasonable wear and tear and to the extent that such property is consumed in the performance of the Contract.

- c) Only the material listed above shall be furnished by MSPA. All other material and equipment required in the performance of this Agreement shall be furnished by the Contractor unless otherwise agreed upon between the Contractor and MSPA.

8. CONTRACTOR'S REPRESENTATIVES

- a) The Contractor must at all times provide continuous supervision during working hours and be represented by a competent and reliable representative having full power and authority to act.

9. RULES AND REGULATIONS

- a) The Contractor, his employees, agents, and others entering the Protected Premises in execution of, or in connection with the Contract, shall at all times, while on the Protected Premises, observe and be subject to the applicable laws of the United States and the State of Mississippi and to such rules and regulations as MSPA may promulgate.
- b) The specific number of guards and watchmen, principal posts, and duties and hours of duty of the guards and watchmen shall be determined by MSPA. In order to comply with such Agreement, the Contractor agrees to furnish replacements or substitutes for regularly assigned guards and watchmen whenever necessary.
 - Such guards and watchmen shall, at all times, be employees of the Contractor, and the Contractor shall pay all wages and expenses, and all Federal Social Security Taxes, Federal and State Unemployment Taxes, and similar taxes relating to such employees, and shall comply with all applicable Federal, State and local laws and regulations relating to wages and hours of employment.
 - The Contractor indemnifies, protects and agrees to hold harmless MSPA for any loss, cost, attorneys' fees, damage or expense caused by or resulting from injury or death to persons or damage to property arising from the willful, reckless or negligent acts or omissions of Contractor's agents and employees.
 - Only MSPA representatives shall request and authorize overtime. Rate shall be one and one-half (1½) times hourly rate. Such hours may result from, though are not limited to, situations arising from emergencies or special assignments under which Contractor must furnish additional hours.
 - Any wage adjustment will be made only with the authorization and approval of MSPA.

EXHIBIT C

- In the event government regulations such as payroll taxes, minimum wage requirements, or other rules and regulations should require the Contractor to increase its compensation to its employees, MSPA agrees to renegotiate the rate being paid to the Contractor to allow for such increases and overhead costs.
 - The Contractor will invoice MSPA every two weeks.
- c) The Contractor shall not assign or transfer this agreement, or any part thereof, or any rights or obligations of the Contractor hereunder, without the prior written consent of MSPA.
- d) This Agreement may be terminated for cause by the MSPA upon thirty (30) days notice in writing to the Contractor, which notice may be delivered personally or by mail. Provided, however, this Agreement may be earlier terminated upon mutual agreement between the parties hereto.
- e) Should the Contractor, during progress of its operations become bankrupt or insolvent, or subject to any portion of the bankruptcy laws of the United States (either voluntarily or involuntarily) or subcontract part thereof without the prior written consent of MSPA, MSPA may immediately terminate the Contract by giving notice to the Contractor in person or to his authorized representative or at his customary place of business. Upon termination of the Contract, MSPA may proceed to continue security operations with its own personnel or with any other security service.

E. GENERAL CONDITIONS:

The following provisions constitute a part of this Agreement:

1. **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSPA to proceed under this Agreement is conditioned upon the appropriation of federal and/or State funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, whether through the failure of the federal government to provide funds, the State of Mississippi's failure to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the MSPA for any reason whatsoever, the MSPA shall have the right, upon ten (10) working days' written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to the MSPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
2. **Compliance with Laws.** The Contractor understands that the MSPA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the Contract

EXHIBIT C

to strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be hereafter amended or modified.

3. E-Verification. If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject the Contractor to the following:

- A. Termination of this Contract for services and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - B. The loss of any license, permit, certification, or other document granted to the Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
 - C. Both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
4. Transparency. This Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.*
5. Authority to Contract. The Contractor warrants that: (a) it is a validly organized business with valid authority to enter into this Contract; (b) it is qualified to do business and is in good standing in the State of Mississippi; (c) entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this Contract to the contrary, there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.
6. Independent Contractor Status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSPA. Nothing contained herein shall be deemed or construed by the MSPA, the

EXHIBIT C

Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any such similar relationship between the MSPA and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSPA or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent contractor relationship of the MSPA and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSPA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSPA and the MSPA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The MSPA shall not withhold from the Contractor payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MSPA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.

7. Licenses and Permits. Unless otherwise stated in the Contract Documents to be the responsibility of the MSPA, the Contractor shall, at the Contractor's own cost, procure all its administrative resources, permits, and licenses and any other permits that may be required for performance of the Work herein and shall pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The MSPA will cooperate with the Contractor when it is feasible for the MSPA to do so in obtaining cooperation from local, county, or State governmental entities in order to facilitate the Work moving forward on time and on budget. The Contractor represents that it has obtained all necessary federal and/or State licenses to perform its services as contemplated under this Contract and that it will maintain said licenses throughout the term of this Contract.
8. Change in Scope of Work. The MSPA may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MSPA and Contractor. If the Contractor believes that any particular work is not within the scope of the Work, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MSPA in writing of this belief. If the MSPA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the services within the Contract.
9. Ownership of Documents and Work Papers. The MSPA shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the Work, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The

EXHIBIT C

Contractor shall deliver such documents and work papers to the MSPA upon termination or completion of this Contract. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the MSPA and shall be subject to any copyright protections.

10. Record Retention and Access to Records. Provided an inspection is made during normal business hours of the Contractor, the MSPA or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and records which are maintained or produced as a result of the Work for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to the Work is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
11. Right to Inspect. The State of Mississippi, acting by and through the MSPA or any other authorized subdivision of the State, may at reasonable times, inspect the place of business of the Contractor which is related to the performance of this Contract.
12. Right to Audit. The Contractor shall maintain such financial records and other records as may be prescribed by the MSPA or by applicable federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of three (3) years after final payment or until they are audited by the MSPA, whichever event occurs first. These records shall be made available during the term of the Contract and the subsequent three (3) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
13. State Property. The Contractor will be responsible for the proper custody and care of any State-owned property furnished for the Contractor's use in connection with the performance of this Contract. The Contractor will reimburse the State for any loss or damage, except normal wear and tear.
14. Personnel. The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Work under this Contract. Such personnel will not be employees of, or have any contractual relationship with the MSPA. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the Work will be fully qualified and will be authorized or permitted under State and local law to perform such services. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.
15. Rejection and Approval of the Contractor's Personnel. The MSPA shall, throughout the term of the Contract, have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the MSPA reasonably rejects staff, the Contractor must

EXHIBIT C

provide replacement staff satisfactory to the MSPA in a timely manner and at no additional cost to the MSPA.

16. Confidentiality.

- A. *Public Records.* Notwithstanding any provision to the contrary contained herein, all parties recognize that the MSPA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MSPA pursuant to this Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MSPA shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MSPA shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- B. *Trade Secrets.* The parties acknowledge that Mississippi law requires that information related to the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and that such information shall be available for examination, copying, or reproduction.

17. Copyrights. The Contractor agrees that the MSPA shall determine the disposition of the title to and the rights under any copyright by the Contractor or employees on copyrightable material first produced or composed under this Contract. Further, the Contractor hereby grants to the MSPA a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by the Contractor in the performance of this Contract but which is incorporated in the material furnished under the Contract. This grant is provided that such license shall be only to the extent the Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

18. Debarment and Suspension. The Contractor certifies to the best of its knowledge and belief that it, its corporate officers, principal owners, managers, auditors, and others in a position of administering governmental funds:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. Have not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or Contract under a public transaction;

EXHIBIT C

- C. Have not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for a violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of these offenses enumerated in subparagraphs B. and C. of this certification; and
 - E. Has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, State, or local) terminated for cause or default.
19. Failure to Deliver. In the event of failure of the Contractor to deliver Work in accordance with the Contract terms and conditions, the MSPA, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MSPA may have.
20. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fires, earthquakes, floods, or other natural disasters ("Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform, how the Force Majeure event affects its performance, and the anticipated duration of the inability to perform. In the event of delays in delivery or in meeting completion dates due to Force Majeure Events, the MSPA will extend such dates for a period not to exceed the duration of the delay caused by such events, unless the State determines that termination of the Contract is in the State's best interest.
21. Anti-Assignment/Subcontracting. The Contractor acknowledges that it was selected by the MSPA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Contract in whole or in part without the prior written consent of the MSPA, which the MSPA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MSPA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MSPA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the MSPA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.
22. Indemnification. The Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the MSPA and the State of Mississippi and each entity's respective directors,

EXHIBIT C

officers, employees, and agents from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto as a result of any and all claims proceeding (whether brought by private party or related to enforcement action), including, without limitation, court costs, investigative fees and expenses, and attorneys' fees resulting from or relating directly or indirectly out of services rendered by the Contractor, its agents, or employees, pursuant to the Contract and submitted proposal and any amendments thereto or the negligence or willful misconduct of the Contractor or its subcontractors in connection with the Work pursuant to this Contract. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance, including, but not limited to, insurance covering the MSPA.

23. Infringement Indemnification. The Contractor warrants that any materials and deliverables provided to the MSPA under this Contract, and their use by the MSPA, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, the Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should the Contractor fail to obtain for the customer the right to use such items, the Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at the Contractor's expense.

The Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate, at its own expense, the MSPA, its Commissioners, officers, employees, agents and representatives, and the State of Mississippi, against and pay **all** costs, including discovery costs, damages (including punitive damages), and attorneys' fees that a court finally awards for infringement based on the programs and deliverables provided under this Contract.

24. Insurance. The Contractor shall maintain during the period of performance of the Contract the following liability insurance coverage, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, related to the work of the Contractor and in connection with the Contract.

- A. *Workers' Compensation and Employer's Liability Insurance*. This insurance shall protect the Contractor against all claims under applicable State workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law, but to the extent applicable could fall within the provisions of other State or Federal laws or regulations, including, by way of example and not as a limitation, claims brought under the United States Longshoremen's and Harbor Workers' Compensation Act or any other laws to which the Contractor or the Work may be subject pursuant to the Contractor's compliance obligations under Section 2 hereinabove. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00). If Contractor is performing services under this Agreement and owns or charters a vessel or vessels, Contractor shall procure a Maritime Coverage Endorsement (WC

EXHIBIT C

00 02 01 B), or its equivalent, to ensure that any *in rem* claims against a vessel owned or chartered by Contractor will be treated as a claim against Contractor. The Contractor shall supply the MSPA endorsements from its carriers evidencing waiver of subrogation in favor of the MSPA.

B. *Comprehensive General and/or Marine Liability Insurance.* This insurance shall include bodily injury, property damage, contractual, and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. The Contractor shall, to the extent applicable, also be protected against maritime claims and damages of a similar nature, which could fall within the provisions of other State or Federal laws or regulations, including, by way of example and not as a limitation, claims brought under the United States Longshoremen's and Harbor Workers' Compensation Act or any other laws to which the Contractor or the Work may be subject pursuant to the Contractor's compliance obligations under Section 2 hereinabove. If Contractor uses an owned or chartered vessel or vessels to perform the Work, Contractor shall procure a Protection and Indemnity Insurance Policy (P&I) in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The P&I policy shall include coverage for the vessel's or vessels' captain and crew. If Contractor will be performing the Work in or around navigable water and working on or from a vessel or vessels that Contractor does not own or has not chartered, Contractor shall procure a Maritime Employers Liability Policy in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) aggregate.

C. *Auto Liability Insurance.* This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) the Contractor's own automobiles and trucks; and (2) hired and non-owned automobiles and trucks. The aforementioned is to cover use of automobiles and trucks on and off the MSPA's premises.

D. *Errors and Omissions/Professional Liability Coverage.* The MSPA may, in its discretion, require Contractor to procure and maintain Errors and Omissions/Professional Liability Coverage. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

E. *Pollution Liability Coverage.* The MSPA may, in its discretion, require Contractor, if Contractor is not performing Work from a vessel or vessels and deemed by the MSPA to have pollution exposure, to procure and maintain a Contractor's Pollution Liability Policy in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) aggregate. In addition, the MSPA may require Contractor, if performing Work from an owned or chartered vessel or vessels and deemed by the MSPA to have pollution exposure, to procure and maintain a Vessel Pollution Policy in an amount of not less than One Million and 00/100 Dollars

EXHIBIT C

(\$1,000,000.00)per occurrence and OneMillion and 00/100 Dollars (\$1,000,000.00) aggregate.

Except for the Workers' Compensation Policy required by this Section, the MSPA, its Commissioners, officers, employees, agents, and representatives and the State of Mississippi (the "Interested Parties") shall be named as additional insureds on such policies. The Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said agencies and subdivisions thereof. Endorsements for all policies shall be provided to the MSPA stating that the insureds thereon waive subrogation against the State of Mississippi and the said agencies and subdivisions thereof. The Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering the MSPA, and any insurance covering the MSPA shall be excess coverage over the Contractor's coverage. Endorsements so stating shall be provided to the MSPA by the Contractor. The policies required by this Section shall also provide for all Interested Parties to be provided with a minimum thirty (30) days' written notice prior to a cancellation or modification of each respective policy. While the Contractor shall provide the MSPA with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppel as to the MSPA of their respective legal and equitable rights, including but not limited to the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of the MSPA by the Contractor. Upon execution of the Contract, the Contractor shall promptly furnish the MSPA with certificates of insurance showing the Contractor's compliance with the insurance provisions of this Section.

25. No Limitation of Liability. Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor OR the delivery of products that are defective due to negligent construction.

26. Interest of the Contractor and the Contractor's Employees. The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

27. Recovery of Money. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the MSPA, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the MSPA. The rights of the MSPA are in addition and without prejudice to any other right the MSPA may have to claim the amount of any loss or damage suffered by the MSPA on account of the acts or omissions of the Contractor.

28. Termination for Convenience Clause.

- A. *Termination.* The MSPA may, when the interests of the MSPA so require, terminate this Contract in whole or in part, for the convenience of the MSPA. The MSPA shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.
- B. *The Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated Work, and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The MSPA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MSPA. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the MSPA.

29. Termination for Default.

- A. *Default.* If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof or otherwise fails to timely satisfy the Contract provisions or commits any other substantial breach of this Contract, the MSPA may notify the Contractor in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by the MSPA such officer may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MSPA may procure similar services in a manner and upon terms deemed appropriate by the procurement officer. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. *The Contractor's Duties.* Notwithstanding termination of the Contract and subject to any directions from the procurement officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due the Contractor such sums as the MSPA deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar services.

EXHIBIT C

- D. *Excuse for Nonperformance or Delayed Performance.* The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the MSPA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- E. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, the MSPA determines for any reason that the Contract was not in default under the provisions of this clause or that the delay was excusable under the provisions of subparagraph D (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- F. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
30. Termination upon Bankruptcy. This Contract may be terminated in whole or in part by the MSPA upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total Contract price.
31. Third-Party Action Notification: The Contractor shall give the MSPA prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.
32. Disputes. Any dispute concerning a question of fact under this Agreement, which is not disposed of by the mutual agreement of the parties, shall be decided by the Executive Director of the MSPA or his or her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.
33. Attorneys' Fees. Subject to other terms and conditions of this Contract, in the event the Contractor defaults in any obligations under this Contract, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees and costs for discovery, court costs, and attorneys' fees) incurred by the State in enforcing this Contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances

EXHIBIT C

shall the MSPA be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

34. Waiver. No delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, or impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition of this Contract. No waiver by one party to this Contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
35. Severability. If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.
36. Applicable Law. The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions and, any litigation with respect thereto shall be brought in the courts of the State.
37. Time is of the Essence. The Contractor shall commence the Work as specified in this Agreement and shall complete the Work within the time specified in the Agreement. The Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to the **MSPA**.
38. Notices. All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

For the MSPA:

Mississippi State Port Authority
Attn: Executive Director & CEO
2510 14th Street, Suite 1450
Gulfport, MS 39501

EXHIBIT C

39. Integrated Agreement/Merger. This Contract, including all Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the MSPA and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract Documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the MSPA or the Contractor on the basis of draftsmanship or preparation hereof.
40. Modification or Renegotiation. The parties agree to renegotiate the Contract if federal and/or State revisions of any applicable laws or regulations, including the availability of funding, make changes in this Contract necessary, which determination of necessity solely rests with the MSPA.
41. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract.
42. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
43. Unsatisfactory Work. If, at any time during the Contract term, the service performed or work done by the Contractor is considered by the MSPA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the MSPA, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the MSPA shall have the right to order the correction of the deficiency by separate Contract or with its own resources at the expense of the Contractor.
44. Notice of Non-compliance. Upon the MSPA's receipt of notice of any non-compliance with the requirements of this Contract, the MSPA will notify the Contractor of the non-compliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the MSPA may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional money on any stop order issued under these circumstances.
45. Suspension of Work. The MSPA shall have the authority to suspend the Work, wholly or in part, for such period as it may deem necessary due to failure on part of the Contractor or any subcontractor to carry out orders made by this Agreement or to perform any provisions of the Work in the manner prescribed by the Agreement. The Contractor shall immediately cease Work upon such order of the MSPA or its designated representative and shall not

EXHIBIT C

resume the Work until ordered in writing by the MSPA. The Contractor shall not be entitled to any increase in the Contract Amount as a result of any such suspension of the Work.

46. TWIC Compliance. If applicable, the Contractor shall comply with the requirements of the Transportation Worker Identification Credential ("TWIC") program. The Contractor should access www.tsa.gov/twic for additional information.

END OF GENERAL CONDITIONS

CONTRACTOR:

ATTEST:



NORTH ATLANTIC SECURITY

By: James Bell

Title: President

ATTEST:

MISSISSIPPI STATE PORT AUTHORITY
AT GULFPORT

E.J.
Roberts,
Secretary

John
Rester
President

North Atlantic Security



CERTIFICATE OF LIABILITY INSURANCE

NORTH-1

OP ID: MC

DATE (MM/DD/YYYY)
09/28/2018

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 The Bridge Group, LLC P. O. Box 867 Columbus, MS 39703 William R. Laws		CONTACT NAME: Jabari O. Edwards PHONE (A/C No, Ext): 662-328-8775 FAX (A/C, No): 662-328-8314 EMAIL: jedwards@bridgeins.com ADDRESS:	
INSURED North Atlantic Security Company 2797 Nashville Ferry Rd E Columbus, MS 39702		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omission <input checked="" type="checkbox"/> Care, Custody & C GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	51GL013354-181 51GL013354-181 51GL013354-181	09/28/2018 09/28/2018 09/28/2018	09/28/2019 09/28/2019 09/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		51CA001345-181	09/28/2018	09/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	5300094174-181	09/28/2018	09/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime		51CR000215-181	09/28/2018	09/28/2019	Limit 100,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 security and patrol agencies- armed unarmed

CERTIFICATE HOLDER STMORIT	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
--------------------------------------	--

© 1983-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

North Atlantic Security Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) in _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Spaces in accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

P O Box 448

6 City, state, and ZIP code

Columbus, MS 39703-0448

7 Last account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

OR

Employer identification number

2	0	-	5	6	3	8	0	1	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

3-24-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PROFESSIONAL LICENSES **AND REGISTRATIONS**





DELBERT HOSEMANN
Secretary of State

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 23rd day of October, 2006, the State of Mississippi issued a Charter/
Certificate of Authority to

NORTH ATLANTIC SECURITY COMPANY

That the state of incorporation is Indiana.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said North Atlantic Security Company is in good standing at this time.

Given under my hand and seal of office
the 16th day of February, 2016

A handwritten signature in black ink that reads "C. Delbert Hosemann, Jr." The signature is written in a cursive style.

C. DELBERT HOSEMANN, JR.
Secretary of State

Certificate Number: CN16019950

