

**EXHIBIT A**

**STATEMENT OF WORK**

**ARMED AND UNARMED SECURITY GUARD SERVICES**

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Refer to Exhibit B (Statement of Work Attachments) of this RFP for SOW Attachments.

Unless otherwise defined in this Statement of Work (SOW), the capitalized terms used herein will have the meanings set forth in Paragraph 2.0 (Definitions) of the Contract.

## **1.0 SCOPE OF WORK**

- 1.1 The Los Angeles County Sheriff's Department (Department) is responsible for providing security in County of Los Angeles (County) facilities and clinics (Locations) located throughout the County. Armed and unarmed security guard services are provided according to eight geographic areas, known as Service Planning Areas (SPAs). The eight SPAs are grouped into a North Area and a South Area as follows: North Area (SPAs 1, 2, 3, 4, 5, and 7) and South Area (SPAs 6, 7, and 8). Locations in SPA 7 are identified in both North and South Areas.
- 1.2 Contractor must provide trained and certified, professional, courteous, uniformed, and equipped armed and unarmed Security Guards and Security Guard Supervisors, 24 hours a Day, seven Days a week, including holidays, for specified Locations grouped within the North Area, South Area or within a SPA.
- 1.3 The number of Locations within a SPA may change during the term of the Contract, based on the operational and organizational requirements of the Location and/or the Department. Specific Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations within each SPA; therefore, in addition to the staffing required on Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B [Statement of Work (SOW) Attachments] of the Contract, a minimum of five percent additional armed and unarmed Security Guards and Security Guard Supervisors who are cleared, trained, certified, and equipped must be available for deployment at any time by the Contractor throughout the term of the Contract. Failure to comply with the requirements of this Paragraph 1.3 may result in a County imposed Liquidated Damages of \$100 per occurrence against the Contractor and, if non-compliance persists, termination or suspension of the Contract, as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.

## **2.0 ADDITION AND/OR DELETION OF LOCATIONS, SPECIFIC TASKS, AND/OR WORK HOURS**

- 2.1 The County at its sole discretion, by and through the Department, will have the right to (1) add and/or delete specific Locations within a SPA or Area and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the Contract, in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

- 2.1.1 Locations that are added to the Contract after the initial award will be assigned to the affected SPA or Area; however, the County reserves the right to assign new Locations to any contract award for service, at County's sole direction. New Locations assignments may be based on the affected SPA or Area's Contractor's capacity, capability, performance, and business needs of the County.
- 2.1.2 The County has the sole discretion to reassign a Location/SPA of an Area in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 2.2 County's request for a change, addition, and/or deletion of services will be made by written notice to Contractor three to five Business Days prior to coverage change. Contractor will be required to provide written confirmation of coverage changes within one Business Day of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 2.3 Urgent service requests will be made by the County, either verbally or in writing to Contractor, prior to the requested start of services with written evidence of the change in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 2.4 Contractor must provide coverage for unforeseen urgent/emergency service requests at the start time requested by the County, or, in the event of requests for immediate service, no later than one hour from the time of the request by the County. The unforeseen urgent/emergency service requests will be paid at the overtime rate of one-and one-half times the hourly labor rate by County for actual hours worked by Security Guards or Security Guard Supervisors. All changes must be made in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 2.5 Firearms-related requirements for armed Posts are listed in Paragraph 6.4.3 (Armed Security Guard Equipment and Accessories) of this SOW. Any unarmed Posts may become an armed Posts during the term of the Contract.

### **3.0 QUALITY CONTROL**

#### **3.1 Quality Control Plan**

Contractor must establish and utilize a comprehensive Quality Control Plan to be utilized as a self-monitoring tool to ensure the required services are provided to the County throughout the term of the Contract, that meets or exceeds all requirements. In the event that the requirements and/or policies and procedures change during the term of the Contract, Contractor must update the Quality Control Plan and submit such updated plan to the County Project Manager for review and approval. The Quality Control Plan will include, but not be limited to the following:

- 3.1.1 Method of monitoring all tasks and services to ensure that Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 3.1.2 The Quality Control Plan must include, but is not limited to the information specified below:
  - 3.1.2.1 Specific activities to be monitored either on scheduled or unscheduled basis, to ensure compliance with all Contract requirements.
  - 3.1.2.2 Monitoring methods to be used to verify authenticity of reports, and methods to ensure quality of services.
  - 3.1.2.3 Frequency of monitoring.
  - 3.1.2.4 Samples of forms to be used in monitoring.
  - 3.1.2.5 Job title and level and qualifications of personnel performing monitoring functions (Contractor must ensure that Contractor's Project Manager and/or Quality Control personnel, not the Security Guards actually performing the security services, will implement the Quality Control Plan).
  - 3.1.2.6 Contractor's BCP Plan for ensuring that security guard services will continue in the event of a natural or man-made disaster or strike of Security Guards and/or Security Guard Supervisors.
  - 3.1.2.7 Documentation methods of all monitoring results, including corrective action taken.

### **3.2 Written Policy and Procedures**

Contractor must maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and Work requirements for Contractor personnel assigned to provide armed and unarmed security guard services under the Contract and provide to County immediately upon request.

### **3.3 Quality Assurance Plan**

The County will monitor the Contractor's performance in accordance with Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

### **3.4 Performance Evaluation Meetings**

The County and Contractor must meet quarterly and/or more frequently if deemed necessary, to discuss the status of the Contract, new or on-going problems, and other issues. Failure to attend will cause an assessment of \$100 as specified in Exhibit K [Performance Requirements Summary (PRS)] of the Contract. County Project Manager reserves the right to schedule more frequent meetings if Contractor's quality of performance is not at an acceptable level. An acceptable level will be determined by, but not limited to, Contractor adhering to the requirements of Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.

### **3.5 Review of Monthly Inspection Reports**

Contractor must submit to the County Project Manager the Contractor's scheduled and unscheduled inspection reports monthly as specified in Paragraph 8.3 (Monthly Inspection Report) of this SOW. The inspection reports must include: (1) date of inspection, (2) problem(s) identified, (3) corrective action taken, and (4) time elapsed between identification of a problem and corrective action completed. The County Project Manager will review all reports to ensure that the County's requirements are being met. Failure to submit scheduled or unscheduled inspections reports will cause an assessment of \$100 as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.

### **3.6 Contract Discrepancy Report (CDR)**

3.6.1 Verbal and electronic notification of a Contract discrepancy will be made to Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and Contractor.

3.6.2 A Contract Discrepancy Report (CDR) must be issued at the County Project Manger's discretion. Upon receipt of a CDR, Contractor is required to respond in writing to the County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the CDR to County Project Manager within five Business Days. A sample of the CDR is attached as Exhibit L [Contract Discrepancy Report (CDR)] of the Contract. Contractor must provide disciplinary sequence/levels for each in accordance with Exhibit L [Contract Discrepancy Report (CDR)] of the Contract.

3.7 Additionally, the County may initiate a County Policy of Equality (CPOE) process related to allegations involving Security Guards and/or Security Guard Supervisors. Contractor will immediately investigate all CPOE allegations upon receipt and within 24 hours. County may reassign Security Guards and/or Security Guard Supervisors involved in a CPOE allegation during the investigation process.

## **4.0 HOURS AND DAYS OF OPERATION**

Contractor's work hours and Days of operation will vary by Location. The hours and Days are set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Contractor may be required to Work on County-recognized holidays. County will provide a list of County-recognized holidays as specified in Paragraph 4.5 (Holidays) of this SOW.

### **4.1 Work Schedules/Deployment**

Contractor must have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor must maintain a continuously updated deployment roster, which must be incorporated herein by this reference, and submit a copy upon request and during the quarterly performance evaluation meeting.

In the event that the County requires additional Work hours or service Days due to temporary changes in workload, emergencies and/or other urgent needs of the Department, Contractor's Project Manager will work with County Project Manager to develop a plan to meet the new requirements. County will prepare a Change Notice in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

#### **4.1.1 Supervision**

Security Guards must be adequately supervised by a Field Supervisor. Contractor must provide one hour of field supervision by a Field Supervisor for every ten hours of security guard service as required in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) and Exhibit C (Pricing Schedule) of the Contract. Ratio of one hour of field supervision for every ten hours of security guard services (ten to one ratio), billed by hours. Supervisors assigned to the field must travel to their assigned Locations on a regular basis to work with their subordinates. Only actual hours worked by Supervisors in the capacity of performing supervision duties are billable to the County. Contractor will not bill the County for supervision hours due to Contractor's administrative duties or duties not directly related to security guard services as required in this SOW.

#### **4.1.2 County Staffing Plan**

County staffing plan requirements are provided in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachment) of the Contract. In the event that the County's permanent requirements change during the term of the Contract, the County Project Manager will provide Contractor with a revised Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachment), in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

### 4.1.3 Contractor Living Wage Staffing Plan

- 4.1.3.1 Pursuant to the requirements of Paragraph 9.1.8 (Use of Full-Time Employees) of the Contract, and the County's Living Wage Ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#), Contractor must submit a monthly staffing plan to be submitted by the tenth of each month following the reporting period. Staffing plan must be prepared for each SPA, using the blank form attached as Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract. Contractor must submit their fulfillment of the Locations set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract, to include use of full-time and part-time employees.
- 4.1.3.2 A completed Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract must be submitted for each Location for review and approval by County Project Manager at least ten Business Days prior to the commencement of Work under the Contract.
- 4.1.3.3 In accordance with Paragraph 5.1.6.4 (Living Wage Compliance Forms: County form) of this SOW, staffing plans for each Location must also be submitted monthly in Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract, as part of Living Wage compliance.
- 4.1.3.4 In the event that County's requirements change during the term of the Contract, Contractor must provide a revised Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract, for County Project Manager approval, based on County's revised requirements, as specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract.
- 4.1.3.5 In the event that Contractor changes its full-time employee staffing plan, Contractor must immediately provide a revised Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract, for County Project Manager approval, in accordance with Paragraph 9.1.8 (Use of Full-Time Employees) of the Contract.
- 4.1.3.6 All completed Exhibit M (Living Wage Contractor Staffing Plan by SPA) must be incorporated into this Contract by this reference.



#### **4.1.4 Open Post**

- 4.1.4.1 Contractor must provide sufficient Security Guards and Security Guard Supervisors as necessary to ensure there are no Open Posts for all Locations, at any time. Contractor must not use meal period or break period as “grace period” to send a replacement Security Guard or Security Guard Supervisor to stand Post. Contractor must ensure a Security Guard or Security Guard Supervisor is always present at all Post assignments as set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract, and Paragraph 4.1.1 (Supervision) of this SOW, unless County gives written approval of an exception, modification, or change.
- 4.1.4.2 More than three instances of an Open Post in a Location within a 30-Day period or three consecutive Days of an Open Post will subject Contractor to significant additional assessments, liquidated damages, and possible forfeiture of Location and/or Post, termination of the Contract, and/or debarment.
- 4.1.4.3 Failure to fill Security Guard and Security Guard Supervisor positions as required will constitute an Open Post and will subject Contractor to Open Post assessment(s), as specified Paragraph 4.1.4.2 of this SOW, and in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.
- 4.1.5 Security Guards and Security Guard Supervisors will be responsible for reporting absences to Contractor Project Manager. Contractor must report to County Project Manager before a planned absence or within one hour of Security Guard or Security Guard Supervisor reporting any unplanned absence(s). Upon reporting unplanned absences, Contractor must deploy a replacement Security Guard or Security Guard Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location immediately to always ensure Post coverage. If a Security Guard Supervisor is deployed for a Security Guard, they must stand Post until a replacement Security Guard arrives. The replacement Security Guard or Security Guard Supervisor must report within one hour or less from absence notification.
- 4.1.6 In the event that a Security Guard or Security Guard Supervisor must leave during the workday, creating an Open Post, Contractor must send a replacement Security Guard or Security Guard Supervisor within one hour or less of the Security Guard or Security Guard Supervisor’s absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor must bill the County at the Security Guard rate. The one-hour replacement

requirement is a baseline; Contractor must make every effort to have a replacement on Location immediately upon notice of an Open Post.

- 4.1.7 Security Guard Supervisors must not permanently stand Post due to Contractor staffing shortages and are only allowed to stand Post for the duration of the temporary planned or unplanned Open Post due to call off, emergencies, or unforeseen circumstances. Contractor cannot utilize Security Guard Supervisors to fulfill Security Guard vacancies. As set forth in Paragraph 2.1.1 of this SOW, the County reserves the right to assign new Locations to any awarded Contractor, based on the affected SPA or Area, Contractor's capacity, capability, performance, and business needs of the County, is at the sole discretion of the County.

#### **4.2 Unscheduled Work Due to Security Incident and/or Contractor Staffing Unavailability**

- 4.2.1 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Security Guard must control the situation and assist and/or report as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, the Security Guard must notify the Security Guard Supervisor and/or Contractor Project Manager of the incident. Security Guard Supervisor must contact the County manager or administrator at the Location and the County Project Manager or County Services Bureau Watch Commander to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue Work under the Contract. The County will provide verbal or electronic authorization for additional service hours and/or additional Security Guards or Security Guard Supervisors if necessary. The County will follow verbal authorization with an email approving additional services to Security Guard Supervisor and/or Contractor Project Manager who will provide direction to Security Guard. Contractor must proceed diligently to Work within the approved service hours.
- 4.2.2 All authorized unscheduled service hours must commence on the date and time specified by County Project Manager or County Services Bureau Watch Commander, followed by evidence of the change in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 4.2.3 The County reserves the right to perform unscheduled Work due to security incident using County staff and/or to assign the Work to another County Contractor. The County at its sole discretion may assign unscheduled Work to any awarded Contractor that adheres to the requirements set forth in Paragraph 6.3.2 (Background Investigations) of this SOW.

### 4.3 Security Guard and Security Guard Supervisor Overtime

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Paragraph 8.19 (Fair Labor Standards) of the Contract. The County may impose an assessment against Contractor for failure by Contractor to observe this requirement as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

- 4.3.1 Contractor must monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than 36 hours per week of overtime on any County assignment. County will only pay for the overtime specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. The County will not pay the overtime rate if Contractor deviates from or splits any shift at any Post, Location, SPA or Area as specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Overtime hours worked that are considered overtime and required by the County are set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Contractor will be compensated at the overtime rate of one and one-half times the hourly labor rate only for actual overtime hours worked by Security Guards and Security Guard Supervisors. County Project Manager will have the authority to deny overtime that is not specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Overtime that is not specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachment) of the Contract, and/or not approved by County Project Manager or a Department Watch Commander, must be paid at the straight time rate by County.
- 4.3.2 Security Guards and Security Guard Supervisors who use their employment with Contractor as a "second job" must limit their weekly hours to 36 hours for the Contract.
- 4.3.3 Contractor's failure to observe the requirements as specified in Paragraphs 4.3.1 and 4.3.2 above may cause the County to impose an assessment of \$100 per occurrence as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.
- 4.3.4 Contractor will pay Security Guards and Security Guard Supervisors (other than those with an alternate work schedule) who have worked in excess of eight hours per Day, at the compensation rate of one and one-half times their hourly labor rate for such work in excess of eight hours per calendar Day, or as required by law. The County will only pay for the overtime specified in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Payment for any unspecified overtime will be the Contractor's responsibility.

- 4.3.5 The County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another non-Contract Post and is brought in to cover a County assignment, such as when a guard is unable to report to work and creates an Open Post.

#### **4.4 Services in Emergency Situations**

In the event of an "emergency situation," Contractor must continue to provide services under the Contract. Notifications and authorizations for "emergency situations" must be the same as stated in Paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance and other natural or manmade disasters. County Project Manager or County Services Bureau Watch Commander will determine if a particular situation constitutes an "emergency situation" as specified in this Paragraph 4.4 (Services in Emergency Situations) and will determine the extent to which services will be provided. Contractor must provide adequate staffing to ensure continued services to the extent determined by the County.

##### **4.4.1 Business Continuity Plan**

Contractor must prepare and maintain a continuously updated Business Continuity Plan (BCP), in accordance with Paragraph 6.7 [Contractor Business Continuity Plan (BCP) Emergency Response] of this SOW.

#### **4.5 Holidays**

Contractor may be required to provide services at specific Locations and Posts on County recognized holidays when 24 hours/seven Days a week coverage is required at specified Locations and Posts.

- 4.5.1 Contractor will be paid by the County at the overtime rate of one and one-half times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and one-half times the hourly labor rate to Security Guards and Security Guard Supervisors.
- 4.5.2 Holiday dates will vary from year to year. County Project Manager will provide a list of County recognized holidays to Contractor at the time the Contract is approved and annually, at the beginning of the calendar year. or as soon as they become known. Contractor must provide County Project Manager with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.
- 4.5.3 Pursuant to the requirements of Paragraph 4.5.2 above, should a Holiday date not coincide between County-recognized holidays and Contractor-recognized holidays, County Project Manager and Contractor must come

to a mutual decision and agreement on when to recognize the Holiday for the purpose of the overtime rate of one and one-half times the hourly labor rate for Security Guards and Security Guard Supervisors.

#### **4.6 Services at Off-Site County/Non-County Locations for County Events**

Based on business needs of the County, temporary special events at off-site County locations, non-County locations, privately owned property locations where County provides services will create temporary Posts that will require Security Guard and Security Guard Supervisor services.

4.6.1 The County at its sole discretion, as set forth in Paragraph 2.1.1 of this SOW, reserves the right to assign new Locations to any awarded Contractor, based on the affected SPA or Area's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.

#### **4.6.2 Off-Site County Locations and off-site Non-County Locations (city, state, federal, and/or municipal property)**

County will be responsible for determining services being provided by Contractor at off-site County locations and off-site non-County locations and adherence to the terms and conditions of this SOW. Approval of these services will be at the discretion of the County Project Manager.

#### **4.6.3 Off-Site (Privately Owned Property and Others)**

The County will be responsible for determining services being provided by Contractor at off-site privately owned property/other locations and adherence to the terms and conditions of this SOW. The County will, prior to Contractor providing services, ensure a memorandum of agreement (MOA) between the County and the private property owner/management/designee of said property is executed for the purpose of releasing the County of any liability, indemnification, and should accompany insurance documents or restrictions if applicable. Approval of these services will be at the discretion of the County Project Manager.

4.6.4 All authorized and scheduled service hours for off-site County and/or non-County Locations for County Department events must commence on the date and time specified, by County Project Manager, followed by evidence of the change in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

## 5.0 COUNTY'S RESPONSIBILITIES

### 5.1 County-Furnished Items

- 5.1.1 At County's sole discretion, the County will furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by the Contractor. The County will repair and/or replace County-provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and search such property at any time during the term of the Contract, in accordance with existing County policies and practices.
- 5.1.2 Upon termination of the Contract, all County-furnished equipment must be returned to County in good operating condition, less reasonable wear and tear.
- 5.1.3 Contractor personnel must sign in and sign out for all County-furnished equipment, such as keys, access cards, and cell phones, when reporting for duty, at the end of the work shift, and upon removal or transfer from work Location. Contractor is responsible for fees associated with replacement of lost or stolen County equipment, such as keys, access cards, and cell phones.
- 5.1.4 The County may require Security Guards and/or Security Guard Supervisors to operate and use County owned gas/electric transportation carts to perform their assigned duties. Contractor is responsible for fees associated with any damage, lost or stolen County owned gas/electric transportation carts as set forth in Paragraph 8.24 (General Provisions for all Insurance Coverage) of the Contract.
- 5.1.5 Contractor Project Manager must report any improperly working or defective County-furnished equipment to County Project Manager through a written memorandum sent via email within 24 hours of Contractor's knowledge of the problem or defect.
- 5.1.6 The following is a list of forms or logs that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by County Project Manager, prior to commencement of Work under the Contract.

#### 5.1.6.1 Post Orders: County form

Post Orders are proprietary documents created, issued, and maintained by the Department as set forth in Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of the Contract. General Post Orders apply to all Locations. Site Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post

Orders and Site-Specific Post Orders are to be followed by Contractor completely, and at all times. Revised General Post Orders and Site-Specific Post Orders will be incorporated into the Contract in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

#### **5.1.6.2 Contract Discrepancy Report: County form**

Exhibit L [Contract Discrepancy Report (CDR)] of the Contract and as described in Paragraph 3.6 [Contract Discrepancy Report (CDR)] of this SOW.

#### **5.1.6.3 Security Incident Report: Contractor form**

Security Incident Report (SIR) is a form that is developed and used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Project Manager immediately following a security incident.

#### **5.1.6.4 Living Wage Compliance Forms: County forms**

Exhibit H (Payroll Statement of Compliance) and Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract.

### **5.2 County-Provided Training**

- 5.2.1 The County will provide training in accordance with Paragraph 2.1 (County-Provided Training – Overview) and Paragraph 2.2 (Contractor and/or County-Provided – Annual and/or Continuing Education Training) of Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract.
- 5.2.2 The County will provide the training set forth in Paragraph 2.1 (County-Provided Training – Overview) and Paragraph 2.2 (Contractor and/or County-Provided – Annual and/or Continuing Education Training) of Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract, to Security Guards and Security Guard Supervisors performing services at specific County Locations. Training may include, but will not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, in accordance with Title 22, the Commission on Accreditation

of Rehabilitation Facilities, and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services are being provided.

- 5.2.3 Contractor will pay each Security Guard or Security Guard Supervisor up to eight hours of straight time per Day, for up to two Days per year, to attend required initial, annual, continuing education, and/or specialized Contractor or County provided training. Contractor will also provide and pay for backfill coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor may not bill the County and the County will not be responsible for payment to Security Guards and Security Guard Supervisors during attendance at required trainings. County personnel that provide County-required training will be paid directly by the County.
- 5.2.4 The County may provide Security Guards and/or Security Guard Supervisors a maximum of two hours of straight time for Travel Time to County-provided training on a case-by-case basis and at the discretion of the County Project Manager. If Contractor must pay overtime to Security Guards and/or Security Guard Supervisors for Travel Time to attend County-provided training, Contractor must adhere to overtime guidelines as set forth in Paragraph 4.3.1 of this SOW.

### **5.3 Court Appearances and/or County Investigations**

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding Work related incidents. In the event that a Security Guard or Security Guard Supervisor is called upon as a witness for a Work-related incident, the County will reimburse Contractor for appearance or investigation interview as specified in Paragraph 5.5.8 (Payment for Court Appearances and/or County Investigations) of the Contract, based on review and written prior approval by County Project Manager in writing.

## **6.0 CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Purpose**

6.1.1 Contractor must provide background-cleared, certified, trained, uniformed, equipped, professional, courteous, armed, and unarmed Security Guards and Security Guard Supervisors, as needed by Department, in accordance with Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) and Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract. Duties include, but are not limited to, the following:

- 6.1.1.1 Screen County employees, clients, visitors and/or other members of the public at designated entrances.



- 6.1.1.2 Ensure County employees present appropriate identification prior to being admitted to a Location, or a restricted area within a Location.
  - 6.1.1.3 Provide a uniformed presence to act as a deterrent to crime.
  - 6.1.1.4 Assist and/or report to prevent injurious acts to persons and property.
  - 6.1.1.5 Safeguard County property against fire, theft, vandalism, and illegal entry.
  - 6.1.1.6 Prevent entry of firearms and contraband.
  - 6.1.1.7 Provide information and assistance to the public as needed.
  - 6.1.1.8 Ensure safety and security are monitored 24 hours a Day, seven Days a week, three hundred and sixty-five (365/366) Days a year.
- 6.1.2 Contractor must provide background-cleared, trained, professional and courteous Programs/Operations Manager and/or equivalent, as needed by Department, in accordance with Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) and Exhibit M (Living Wage Contractor Staffing Plan by SPA) of the Contract. These positions are not directly billed by Contractor to the County. Duties include, but are not limited to, the following:
- 6.1.2.1 Perform supervisory and administrative duties for Contractor, such as timekeeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations.
  - 6.1.2.2 Interface with Department and County facility administrators.

## **6.2 General Requirements**

- 6.2.1 Contractor will provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: (1) documents, (2) log sheets, and (3) stationery, as set forth in Paragraph 8.14 (Daily/Weekly Reporting Documents) of this SOW.
- 6.2.2 Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Contract must be always kept clean and must be maintained according to manufacturer standards. County Services Bureau Contract

Monitors and/or Contract Program Monitors may from time to time inspect such items to ensure they are in proper working order.

### **6.3 Personnel**

6.3.1 Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the SPA as specified in Paragraph 1.0 (Scope of Work) of this SOW. In addition to the staffing required from Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract, a minimum of an additional five percent Security Guards and Security Guard Supervisors who are background-cleared, trained, certified, and equipped must be available for deployment at any time by Contractor throughout the term of the Contract.

#### **6.3.2 Background Investigations**

6.3.2.1 All armed and unarmed Security Guards, Security Guard Supervisors, and any other Contractor staff performing or providing services under the Contract, will be required to undergo and pass a background investigation, to the satisfaction of County as a condition of beginning and continuing to provide services under this Contract, or as a condition for promotion to a supervisory position under the Contract, as described in Paragraph 7.5 (Background and Security Investigations) of the Contract. All background clearances will be determined by the Department. Arrest investigations and subsequent arrest information obtained by the Department may cause a background clearance to be revoked.

6.3.2.2 The County will not accept any of Contractor's employees who have been involved in any of the following:

- a) Felony conviction.
- b) Conviction for a sex offense.
- c) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
- d) Conduct that would preclude the employee from receiving a bond.
- e) Convictions of drunk or reckless driving within the last three years.

- f) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.
- g) Any pattern of recent or habitual illegal drug use.

6.3.2.3 The background investigation requirements are subject to change at any time, at the sole discretion of the County.

6.3.2.4 Contractor may be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. Associated background fees may be deducted from monthly invoices at County sole discretion. The cost is approximately \$150 per employee. This fee may be charged to Contractor and subject to change, whether an individual is cleared or not, at the County sole discretion.

### **6.3.3 Administrative File**

Contractor must provide to County Project Manager a pre-background Administrative File and documentation for each employee prior to background investigation. County Project Manager will review and approve the Administrative File prior to scheduling a background investigation. The Administrative File must contain copies of the following:

#### **6.3.3.1 Statement on Workplace Equality Acknowledgement of Receipt**

Contractor must include the Statement on Workplace Equality Acknowledgement of Receipt, attached hereto as Attachment 4 (Statement on Workplace Equality and Acknowledgement of Receipt) of Exhibit B (SOW Attachments) of the Contract, signed by the employee scheduled for background investigation.

#### **6.3.3.2 Contractor Employment Application**

Contractor must include a copy of a completed Department approved Contractor employment application on each prospective Security Guard, Security Guard Supervisor, Contractor Project Manager, Programs/Operations Manager, and On-Site Supervisors. The application must, as applicable and appropriate, include the following:

- a) Employment History  
Employment history must include a list of candidates present or last job first, then all jobs held and any periods of unemployment for the previous seven years, including

all security services experience, if applicable (dependent on age).

- b) Military Service  
All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If the candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- c) Guard Registration Card  
Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- d) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant, including Automated External Defibrillator (AED)  
Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (eight hours) and Automated External Defibrillator (AED) certification.
- e) First Aid Certification for Adult, Child, and Infant  
Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (eight hours).
- f) Baton Permit Issued by BSIS  
Include copy of current baton permit issued by BSIS.
- g) Certificate of Training: BSIS Certified Course in Baton Training (4 hours)  
Include copy of POST certification in baton, according to Paragraph 8.9.3.2(f) of this SOW. All licensees/registrants holding a current or valid baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.
- h) California Firearm Qualification Card (armed Security Guards and Security Guard Supervisor positions only)  
Include a copy of the current California Firearm Qualification Card.
- i) California Firearm Permit (armed Security Guards and Security Guard Supervisors positions only).

Include a copy of the current California Firearm Permit.

- j) BSIS Certified Course in Firearms Training (eight hours)  
Include copy of current BSIS Certified Course in Firearms Training.
- k) Pepper Spray/Pepper Gel Permit  
Include copy of permit to carry ten percent solution of oleoresin capsicum (pepper spray) or pepper gel.
- l) Valid California Class "C" Driver's License or California Identification Card  
Include copy of valid California Class "C" Driver's License or California Identification Card.
- m) High School or G.E.D. diploma or equivalent  
Include copy of High School or G.E.D. diploma or equivalent. An equivalent High School or G.E.D. certification obtained from another country will be acceptable. If an employee is unable to provide a High School, G.E.D, or international equivalent, the Contractor must submit a written acknowledgment to County Project Manager explaining the reason for the unavailable required document.
- n) Voided Contractor Photo Identification Badge of Employee (if applicable)  
Include Contractor voided photo identification badge of employee once employment with Contractor has been terminated or has concluded.

### **6.3.3.3 Preliminary and Annual Physical / Examination / Testing / Proof of Vaccination**

Based on the regulatory compliance requirements of Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to initial and annual health examination, testing, and proof of vaccination of all individuals working in all Locations.

- a) Contractor must provide an initial physical examination and testing, and provide proof of vaccination, as specified below, for all Security Guards, Security Guard Supervisors; and any employee designated as Programs/Operations Manager, On-Site Supervisors and Contractor Project Manager, assigned to provide

services under the Contract at the time the Administrative File is submitted for County review, and annually thereafter.

- b) The physical examination must include, but will not be limited to, the following: Complete Blood Count (CBC), urinalysis, Rapid Plasma Reagin (RPR), Tuberculosis (TB) Screening (skin test with chest x-ray follow-up test for positive skin test), proof of vaccination for: Measles, Mumps, Rubella (MMR) and varicella (chickenpox). Proof of vaccination or declination form signed by candidate for Hepatitis B vaccine. In addition, tetanus, diphtheria, and acellular pertussis (Tdap), H1N1 vaccination, vision, and other tests are optional but may be required by County during the term of the Contract. Seasonal influenza vaccination (one dose for current season each year) may be declined; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, Security Guard Supervisors, Programs/Operations Manager, On-Site Supervisors, and Contractor Project Manager may undergo additional or annual physical examinations, which will include TB screening. Results of these examinations must be submitted to Contractor and maintained in Contractor's employee files (on-site if required by the Location).
- d) Security Guards and Security Guard Supervisors must have the physical capability to perform all the duties specified in this SOW. The County may require Contractor to provide fitness for duty examinations and/or medical certifications for individual Security Guards or Security Guard Supervisors, if the County determines that their physical condition appears to be questionable.

#### **6.3.4 Experience Requirements**

Contractor must provide personnel who meet the following experience requirements:

##### **6.3.4.1 Contractor Project Manager**

Contractor Project Manager must have a minimum of three years of experience within the last five years providing security project management services, equivalent or similar to those required in the Contract, including management and

coordination of multiple service locations, and acting as a "central point of contact" for services.

#### **6.3.4.2 Programs/Operations Manager(s)**

Programs/Operations Manager(s) must have two years of experience within the last three years providing supervision and administrative duties for Contractor, such as timekeeping, personnel and payroll support, and interface with Department and County Facility Administrators.

#### **6.3.4.3 On-Site Supervisor(s)**

On Site Supervisor(s) must have two years of experience within the last three years providing security supervisor duties for Contractor equivalent to Security Guard Supervisor.

#### **6.3.4.4 Security Guard Supervisor(s)**

Security Guard Supervisors must have a minimum of two years paid armed or unarmed security experience within the last three years and/or experience may be considered on a case-by-case basis upon approval by the County Project Manager.

#### **6.3.4.5 Security Guard(s)**

Security Guards must have one year paid armed and unarmed security experience. Security Guard experience can and/or may be considered on a case-by-case basis upon approval by the County Project Manager.

#### **6.3.4.6 Military Service**

Military service may be accepted as meeting all or part of the security experience requirements if security experience is clearly articulated in the candidate's job history.

### **6.3.5 Bilingual Staffing Plan**

It is desirable that Contractor establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

### **6.3.6 Site/Post-Specific Orientations and Training**

Contractor must conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, On-Site

Supervisors and Programs/Operations Managers are familiar with the Location and understand the General Post Orders and Site-Specific Post Orders and understand their responsibilities in the Location, as set forth in Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of the Contract. Training to be completed is listed in Section Three (Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday) of Attachment 3 (Training Outline) of Exhibit B (SOW Attachments) of the Contract. Eight hours of training is required.

### **6.3.7 Annual Performance Evaluations**

Contractor must conduct annual performance evaluations for Security Guards, Security Guard Supervisors, On-Site Supervisor and Programs/Operations Managers. A copy of the employee's performance evaluation must be included in each employee's Training File.

## **6.4 Contractor-Furnished Items**

All Contractor-furnished items in this Paragraph 6.4 (Contractor-Furnished Items) of this SOW, must be provided by the Contractor at Contractor expense at no cost to Contractor employees or to the County.

### **6.4.1 Uniforms/Photo Identification Badges**

6.4.1.1 Contractor must ensure that all on-duty Security Guards and Security Guard Supervisors wear complete Department approved uniforms.

6.4.1.2 Contractor must provide, at Contractor expense and at no cost to Contractor employee or to the County, all employees providing services under the Contract with Department-approved uniform as specified in Paragraph 6.4.1.4. below. Uniforms must be tailored for the particular employee. Uniforms must be the same for all assigned Security Guards and Security Guard Supervisors unless an exception is required or approved by the County Project Director with a Change Notice in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

6.4.1.3 Contractor must obtain written approval for uniform(s) and other related attire from County Project Manager at least ten Days prior to commencing Work under the Contract.

6.4.1.4 Uniforms must consist of the following items, unless an exception is required or approved in writing by the Department:

a) Trouser – Navy, or Black.



- b) Shirt/blouse – Gray, Black, or Blue.
- c) Alternate Shirt – Gray, Black, or Blue Polo (as requested and approved by the County).
- d) Belt – Solid Black, basket weave.
- e) Tie – Solid Black (as needed).
- f) Tie bar – Gold in color (as needed).
- g) Socks – Solid Black or Navy Blue.
- h) Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish).
- i) Shoulder patches, as required by California Business and Professions Code (BPC) 7582.26(f), on both arms of uniform shirt/blouse and jacket.
- j) Rain gear (as needed).
- k) Name Tags.
- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed).
- m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly worn while on duty.

6.4.1.5 Security Guard and Security Guard Supervisor uniforms must always be clean and neatly pressed.

6.4.1.6 Contractor must provide, at Contractor expense, at no cost to Contractor employee or to the County, all employees providing services under the Contract with a County-approved photo identification badge, listed in Paragraph 6.4.1.4(m) above, as noted in Paragraph 7.4 (Contractor's Staff Identification) of the Contract. Contractor photo identification badge is subject to County Project Manager approval and must contain a graphic image of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

- a) Recent photograph of the employee (within last five years).

- b) Full name of employee, employee number, and title.
- c) Card should note: Los Angeles County Sheriff's Contracted Employee.
- d) Signature of employee and approving authority.
- e) Height, eye color, and hair color of employee.
- f) The card should be numbered by the issuing employer.
- g) The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation.
- h) The card should be approximately 3 ½ inches wide by 2 ½ inches high.
- i) The card should indicate the date issued and any expiration date established by Contractor.
- j) The completed card must be laminated securely both front and back.

6.4.1.7 Contractor must issue a photo identification badge, as described above, to each employee before assigning the employee to Work in any County Location. Contractor employees may be asked to leave a County Location by a County representative if they do not have proper photo identification badge on their person.

6.4.1.8 Contractor must notify the County within one Business Day when staff is terminated from providing services under this Contract. Contractor must retrieve the Contractor photo identification badge within the next Business Day after the employee has been terminated or County has revoked clearance. The photo identification badge will be voided and archived in the Administrative File of the terminated employee as described in Paragraph 6.3.3.2(n) [Voided Contractor photo identification badge of employee (if applicable)] of this SOW.

## **6.4.2 Security Guard Equipment and Accessories**

6.4.2.1 All armed and unarmed Security Guards and Security Guard Supervisors (including relief, as required) must be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- a) Current California Guard Registration Card.
- b) Sam/Sally Browne (gun belt).
- c) One Handcuff case.
- d) One set Handcuffs plus key.
- e) Four keepers.
- f) One Key Snap.
- g) One heavy-duty 3-cell flashlight approved by the County, or approved alternate, with batteries.
- h) One radio holder/pouch.
- i) Badge, to be worn on the upper left breast of the uniform.
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick.
- k) Valid and current permit for Baton, and.
- l) Pepper spray or pepper gel (ten percent solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).

6.4.2.2 Contractor must be responsible for the maintenance of all Contractor-furnished Security Guard equipment/accessories.

### **6.4.3 Armed Security Guard Equipment and Accessories**

All armed Security Guard equipment and accessories are to be provided by the Contractor, at Contractor's expense at no cost to Contractor employee or to the County, unless otherwise provided by the employee and upon County approval by the County Project Manager.

6.4.3.1 Armed Security Guards must be equipped with all items listed in Paragraph 6.4.2 (Security Guard Equipment and Accessories) of this SOW, plus:

- a) Valid and current firearms permit indicating the specific firearm issued.
- b) Contractor must provide Armed Security Guards one firearm that must be limited to the following authorized

firearms list and if personal firearm is desired to be used, the County Project Director must be notified prior:

- i. 9 mm, semi-automatic authorized firearms
  - Beretta: models 92F, 92G, Compact models, M9, M9A1, 92G-SD; must be traditional double/single action (DA/SA) with de-cocking lever on the slide and external hammer.
  - Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
  - Smith and Wesson: models M&P9, M&P 9 M2.0, M&P 9 M2.0 Compact (Performance Models or Pro models are not authorized).
- ii. .45 caliber, semi-automatic authorized firearms
  - Beretta: models Cougar 8045F and 8045G.
  - Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
  - Heckler and Koch (DA/SA): models USP45 and HK45, including compact models (The press button de-cocker is prohibited).
  - Smith and Wesson: models M&P45, M&P45 M2.0, M&P45c M2.0 Compact, (Models 645, 4506, 4566, and 457 are also approved).
- c) Firearm holster.
- d) Ammunition pouch and speedy loaders.
- e) 9mm or .45 caliber ammunition.
- f) Jacketed hollow point bullets in accordance with the following:
  - i. Must be factory loaded.
  - ii. A minimum of 12 additional rounds must be carried for the handgun.
  - iii. The ammunition is to be replaced annually.
  - iv. Must be approved by the Department's Range staff.

6.4.3.2 Contractor must be responsible for the maintenance of all Contractor-furnished armed Security Guard firearms, equipment, and accessories.

#### **6.4.4 Materials and Equipment**

All materials and equipment are to be provided by the Contractor, at Contractor expense, at no cost to Contractor's employee, or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor. Contractor must ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

##### **6.4.4.1 Radios**

Contractor must provide hand-held digital radios, desktop radio(s), batteries, supplies, and maintenance for radios, as follows:

- a) Contractor must ensure all radios are programmed and available, and that the radio system is operational prior to commencing Work under the Contract, and that the radio system is able to operate efficiently and effectively throughout Locations or building and grounds of the Location without interruption and follow all Federal Communications Commission (FCC) regulations.
- b) Contractor must provide one hand-held digital radio for each Contractor personnel, designated Department personnel, and one or more facility administration personnel, as required.
- c) Contractor must provide a sufficient number of batteries to provide a fully charged battery and a fully operational radio for each Security Guard and each Security Guard Supervisor on each shift at Locations designated as requiring 24 hour and/or 16-hour coverage.
- d) Contractor must provide one desktop radio (dependent on Location and/or SPA) for Department personnel as required by the County.
- e) Contractor must provide one hand-held digital radio for the designated Department personnel as required.

- f) Contractor must provide regular maintenance, repair and/or replacement for radio equipment as needed.

#### **6.4.4.2 Electronic Work Schedule/Post Assignment Verification System**

Contractor must utilize a sign in and sign out Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, in addition to actual hard copy sign in and sign out times recorded on the Security Guard Daily Activity Report (DAR) and the Security Guard Supervisor DAR, for Security Guards and Security Guard Supervisors assigned to Work at all Locations. The Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, must have the ability to generate a report that shows sign in and sign out times and hours worked. The report will be used to generate monthly invoices to be submitted to the County along with hard copy DARs for Work performed by Security Guards and Security Guard Supervisors. Contractor must provide and maintain such Electronic Work Schedule/Post Assignment Verification System at no cost to County and must be implemented within 30 Days of commencement of Work by the awarded Contractor(s).

#### **6.4.5 Vehicles**

All vehicles are to be provided by the Contractor, at Contractor's expense, at no cost to Contractor's employee or to the County.

6.4.5.1 Contractor must provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.

6.4.5.2 Where vehicle patrol is required, Contractor must provide vehicles to Security Guard personnel to perform their vehicle patrol duties as stated in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract.

6.4.5.3 Contractor vehicles must be clearly identified and must be well maintained and kept clean at all times.

6.4.5.4 Contractor provided vehicles must be as follows:

- a) Less than five years old.

- b) In good condition/repair with no visible damage.
- c) Properly marked with company name and logo.
- d) Suitable for parking lot patrol.
- e) Must have a yellow light bar affixed to the roof.
- f) Must have the following items:-
  - i. First Aid Kit.
  - ii. Five lb. ABC type fire extinguisher.
  - iii. Hand-held or vehicle spotlight.
  - iv. Traffic cones.
  - v. Flares.
  - vi. Yellow scene management (banner guard type) tape.
- g) Tires must be in good condition at all times.

6.4.5.5 Contractor must maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, vehicle identification numbers and proof of insurance of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.5.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract. Contractor must not park Contractor owned vehicles at any County site overnight or when vehicles are not used to conduct inspections or vehicle patrols. Contractor-owned vehicles must be parked overnight at Contractor provided parking facilities.

#### **6.4.5.7 Parking Fees**

Contractor must be responsible for making parking arrangements and paying parking fees for Contractor employees assigned to Work at any Location without public parking. County will not make any special parking arrangements for Contractor personnel.

## **6.5 Security Guard and Security Guard Supervisor Training Requirements**

6.5.1 A detailed outline of all required training is provided in Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments), which is also referenced in this Paragraph 6.5 (Security Guard and Security Guard Supervisor Training Requirements) and in Paragraph 5.2 (County-Provided Training) of this SOW. Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.9 (Security Guard and Security Guard Supervisor Training Program Reports) of this SOW.

6.5.1.1 Except as otherwise specified in this Paragraph 6.5 (Security Guard and Security Guard Supervisor Training Requirements), Paragraph 5.2 (County-Provided Training) of this SOW, and Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract, Contractor must be responsible for the training of its Security Guards and Security Guard Supervisors, and must bear all such expenses.

6.5.1.2 County may audit Contractor's training classes and/or inspect employee training records at any time at County Project Manager's discretion.

6.5.1.3 Contractor must submit to County Project Manager, ten Business Days prior to commencing Work under the Contract, a report of the training courses completed by Security Guards and Security Guard Supervisors assigned to provide services under the Contract. This report must include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Paragraph 8 (Reporting Requirements) of this SOW.

6.5.1.4 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer must be provided by County or Contractor, as required, on County property.

### **6.5.2 Training**

6.5.2.1 Contractor must ensure the provision of required training for all Security Guards and Security Guard Supervisors, as required by Sections 7581, 7583.6, and 7583.7 of the California BPC, pursuant to the requirements of the DCA, BSIS, the needs of the Department, and any specific requirements of the assignment, including onsite, specialized, annual and/or



continuing education Contractor-provided and/or County provided training, as specified in Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract.

- 6.5.2.2 Contractor must ensure that Security Guards and Security Guard Supervisors understand their roles and responsibilities under the Contract, including to, (1) assist and/or report injurious acts to persons and property, (2) provide a uniformed presence as a deterrent to crime, (3) know the content and Location of Post Orders, as set forth in Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of the Contract, (4) understand their role and responsibilities at the specific Location, and (5) provide a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors.
- 6.5.2.3 Contractor must work closely with the Department during the term of the Contract, to ensure the Contractor training plan, as required in Paragraph 6.5 (Security Guard and Security Guard Supervisor Training Requirements) of this SOW, meets or exceeds training requirements set forth herein.
- 6.5.2.4 For each course, or series of courses, the institution or company providing the training must issue a certificate of completion to the Security Guard or Security Guard Supervisor. Contractor must ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in Paragraph 8.9.3 (Security Guard and Security Guard Supervisor Training File) of this SOW.

#### **6.5.2.5 Training Course Requirements**

Training requirements are set forth in Attachment 3 (Training Outline) and Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract. Training required under the Contract includes, but is not limited to (1) Skills Training Course for Security Guards, provided by the Contractor to meet County and state requirements, (2) onsite training provided by Contractor on Security personnel's first Day of Work to orient Security Guard or Security Guard Supervisor to the assigned Location, Post, equipment, and/or procedures, (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post, (4) Specialized County-provided training when required by the particular Location, and

(5) annual County and/or Contractor-provided continuing education and training, supported by the Contractor's evaluation of licensed Security Guard's or Security Guard Supervisor's skills and based on the requirements of the site and/or regulatory or license requirements.

### **6.5.3 Training - Assigned Tasks and Safety**

Contractor must ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked by the Contractor's personnel daily for safety. All Security Guards and Security Guard Supervisors must be provided with, and trained in the use of, safety and protective equipment by Contractor according to Cal/OSHA standards.

### **6.5.4 Firearms Training**

Contractor must ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by DCA and BSIS. Firearms training is required for all armed Security Guards and Security Guard Supervisors.

### **6.5.5 Firearms Qualifications**

Contractor must require all armed Security Guards and Security Guard Supervisors to qualify with their weapon twice annually, once during the first six months of the calendar year and once during the second six months of the calendar year according to BSIS regulations. Contractor must file Firearms qualification slips in the Security Guards and Security Guard Supervisors' Training File, and be available for audit by County Project Manager, upon request.

### **6.5.6 Weapon Screening, Magnetometer, and X-ray Machine Training**

6.5.6.1 Contractor must provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Security Guard and Security Guard Supervisors are assigned to the Post. Contractor must provide a training certificate which certifies that Security Guard and Security Guard Supervisors are competent in equipment use.

### **6.5.7 Quarterly Customer Service Training**

6.5.7.1 Every three months, Contractor must provide one hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel.

- 6.5.7.2 Quarterly Customer Service Training must include topics set forth in Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] and topics set forth in Attachment 4 (Statement on Workplace Equality and Acknowledgement of Receipt) of Exhibit B (SOW Attachments) of the Contract.
- 6.5.7.3 Contractor must ensure Security Guards' and Security Guard Supervisors' personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.

## **6.6 Contractor Office**

- 6.6.1 Contractor must maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County Contract monitoring. The office must be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven Days a week, by at least one employee who can respond to inquiries by and complaints from County regarding Contractor performance of the Contract. When the office is closed, an answering service must be provided to receive calls. Contractor must answer calls received by the answering service within one hour of receipt of the call. Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

## **6.7 Contractor Business Continuity Plan (BCP) - Emergency Response**

- 6.7.1 In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor(s) are familiar with each County Department's Contractor Business Continuity Plan (BCP) for each Location.
- 6.7.2 The Department is responsible for providing security for many essential County programs and services. Contractor's BCP is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor must:
  - a) Prepare a BCP for each Location within 30 Days of commencement of the Contract and submit it to County Project Director and County Project Manager, for approval.
  - b) Conduct emergency response drills at a minimum of one time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with Department personnel and/or local emergency responders and Location administration personnel. Contractor must document and report

the results of these emergency response drills to County Project Manager within five Days of occurrence.

- c) Conduct a tabletop (scenario) BCP exercise, for each Location where services are provided, at a minimum of one time per year. Contractor's tabletop (scenario) BCP exercises should include active shooter, fire, earthquake, civil unrest, or other natural disaster emergent situations. The tabletop exercise will ensure that information in BCP is complete and accurate, and that Security Guards and Security Guard Supervisors know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to County Project Director and County Project Manager within five Days of occurrence. The report must include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor must ensure all information included in BCP is accurate and complete.
- d) Update the BCP, including employee contact information, on an ongoing basis to ensure information contained in BCP is complete and accurate, and provide an updated copy to the County Project Manager. All BCPs are incorporated herein by this reference.

6.7.3 Failure to comply with the requirements of this Paragraph 6.7 (Contractor Business Continuity Plan (BCP) – Emergency Response) of this SOW may result in a County imposed assessment of \$1,000 per occurrence against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract.

## **7.0 CONTRACTOR WORK REQUIREMENTS**

### **7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications**

- 7.1.1 Security Guards and Security Guard Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms; the ability to write and speak in English; the ability to work with the public and with County employees; and the ability to accept responsibility and work independently.
- 7.1.2 Security Guards and Security Guard Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3 Security Guards and Security Guard Supervisors must be at least 18 years of age to provide services under the Contract.

- 7.1.4 Security Guards and Security Guard Supervisors must have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure).
- 7.1.5 Security Guards and Security Guard Supervisors must keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in Paragraph 6.3.3 (Administrative File) of this SOW.
- 7.1.6 Security Guards and Security Guard Supervisors must be in good physical condition and must be able to carry out all Work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty examination upon County's request as incorporated in Paragraph 6.3.3.3 (Preliminary and Annual Physical / Examination / Testing / Proof of Vaccination) of this SOW.
- 7.1.7 When starting Work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard Supervisor must receive on site specific training, provided by County and/or Security Guard Supervisors, as the case may be, prior to or after beginning Work under the Contract, as stated in Site Specific Post Orders, developed and provided by the Department, as described in Paragraph 5.1.6.1 (Post Orders: County form) and Paragraph 6.5 (Security Guard and Security Guard Supervisor Training Requirements) of this SOW and Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of the Contract.
- 7.1.8 Security Guards and Security Guard Supervisors must provide additional services, such as building and parking lot security services, as determined by County and as stated in Site Specific Post Orders provided by the Department, as described in Paragraph 5.1.6.1 (Post Orders: County form) and Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of the Contract.

## **7.2 General Performance Requirements**

Security Guards and Security Guard Supervisors are required to perform the following general performance Work requirements:

- 7.2.1 Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, earbuds, headphones, cellular telephones, televisions, tablets, laptops, or any kind of electronic entertainment devices at their assigned Posts at any time.
- 7.2.2 Security Guards and Security Guard Supervisors must be punctual, remain awake, alert, and attentive during their shifts, without exception.

- 7.2.3 Security Guards and Security Guard Supervisors must report to work attired in full uniform as specified in Paragraph 6.4.2 (Security Guard Equipment and Accessories), and Paragraph 6.4.3 (Armed Security Guard Equipment and Accessories) of this SOW, and with all materials and equipment as specified in Paragraph 6.4.4 (Materials and Equipment) of this SOW.
- 7.2.4 Security Guards and Security Guard Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5 Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Security Guards and Security Guard Supervisors must not leave their assigned Posts until properly relieved. Contractor must be responsible for payment of relief staff. County will not incur additional costs for any relief staff.
- 7.2.6 Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7 Security Guards and Security Guard Supervisors must always present a businesslike demeanor. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8 Security Guards and Security Guard Supervisors must maintain their Post desk in a neat and presentable manner.
- 7.2.9 Security Guards and Security Guard Supervisors must have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10 Security Guards and Security Guard Supervisors must react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly or trespassing members of the public.
- 7.2.11 Security Guards and Security Guard Supervisors, and other Contractor employees, must not bring visitors, firearms (other than Security Guard or Security Guard Supervisor's Contractor-issued firearm), or contraband into Locations.
- 7.2.12 Security Guards and Security Guard Supervisors must follow all local, state, and federal laws that apply to the provision of armed and unarmed security guard services, particularly those dealing with detaining, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

### **7.3 Security Guard Duties, Restrictions, and Obligations**

Security Guard duties must include, but will not be limited to, the following:

- 7.3.1 Sign in and sign out each day using both the Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, and record time entries on a hard copy of the Security Guard DAR, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned post(s) until relieved.
- 7.3.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.
- 7.3.3 Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4 Detain individuals for further investigation until local law enforcement arrives when circumstances and conditions warrant such action.
- 7.3.5 Assist and/or report when necessary to prevent injurious acts to persons or property, conduct cursory searches, as required, for firearms and contraband, and provide details to local law enforcement on individuals for investigations, detention, or arrest.
- 7.3.6 Investigate questionable acts or behavior observed or reported on County property, and question witnesses and/or involved party to ascertain or verify facts.
- 7.3.7 Answer questions and provide vehicle/building escorts within County properties as duties permit, to members of the public or County employees.
- 7.3.8 Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.
- 7.3.9 Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator or in the presence of County employee or facility designee. Limitations based on guidelines and Cal-OSHA safety requirements.
- 7.3.10 Turn off and/or dim lights, and close window coverings at each Location as directed in General Post Orders, Site Specific Post Orders, or by Facility Administrator.
- 7.3.11 Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas, and report unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of

a Location, as required in General Post Orders, Site Specific Post Orders or by Facility Administrator.

- 7.3.12 Raise and lower flags at designated times according to General Post Orders, Site Specific Post Orders, or as directed by Facility Administrator.
- 7.3.13 Respond to reports of ill or injured visitors, patrons, or employees; render first aid, notify local law enforcement and/or notify Department personnel or Location administrator, as soon as practically feasible; notify law enforcement if further assistance is necessary or desirable.
- 7.3.14 Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; upon request to assist in bomb searches organized by County Services Bureau or other law enforcement agency personnel.
- 7.3.15 Respond to scene of locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.16 Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders, Site Specific Post Orders, or as directed by Facility Administrator.
- 7.3.17 Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored, and maintained as required by Location. County radios are provided only when Security Guards need to be in contact with the Department's County Services Bureau personnel. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Administrator as specified in Paragraph 6.4.4.1 (Radios) of this SOW.
- 7.3.18 Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site Specific Post Orders, or as directed by the Facility Administrator.
- 7.3.19 Possess knowledge of the following:
  - a) Working knowledge of assigned Location.
  - b) Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Department personnel and/or Location administrator and/or emergency agency.
- 7.3.20 Monitor parking as directed in General Post Orders, Site Specific Post Orders, or as directed by Facility Administrator.



7.3.21 Properly maintain and handle safely all firearms and batons (armed Security Guards and Security Guard Supervisors only).

- a) Armed Security Guards and Security Guard Supervisors must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director. County will not be responsible for storage of Contractor firearms at any Location.
- b) Armed Security Guards and Security Guard Supervisors must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by County Project Director.
- c) Armed Security Guards and Security Guard Supervisors must not utilize Firearms and batons as a measure of threat or intimidation but may only use them in life threatening or restraint situations.
- d) Armed Security Guards and Security Guard Supervisors must not clean firearms at any Location at any time.
- e) Armed Security Guards and Security Guard Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.
- f) In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard, Security Guard Supervisor or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor must fully cooperate with the County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing Contractor employees to be interviewed at a Location designated by County Project Manager.
- g) Contractor must maintain all firearms, ammunition, and accessories in good working condition.
- h) Firearms and ammunition used by armed Security Guards and Security Guard Supervisors will be subject to inspection by sworn Department supervisory personnel at any time.
- i) Armed Security Guards and Security Guard Supervisors must adhere to regulations regarding proper use of firearms as set forth in California Penal Code Sections 830.1 through 854.

7.3.22 Contractor must ensure that unarmed Security Guards do not carry a firearm at any time while performing the services under the Contract.

#### **7.4 Security Guard Supervisor Duties**

Security Guard Supervisor duties must include, but must not be limited to, the following:

- 7.4.1 Sign in and sign out each day using both the Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, and a hard copy of the Security Guard Supervisor DAR. Provide direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under the Contract.
- 7.4.2 Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 7.4.3 Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4 Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting Work as set forth throughout the Contract.
- 7.4.5 Be available for inspections from County Services Bureau Contract Monitors and other County Services Bureau personnel.
- 7.4.6 Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7 Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8 Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10 Respond to requests from Security Guards for assistance.
- 7.4.11 Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.

- 7.4.12 Conduct investigations of incidents and prepare a written memorandum, SIR, or other documentation as appropriate.
- 7.4.13 Drive a Contractor-provided motor vehicle to the different assigned Locations.
- 7.4.14 Sign in and sign out at visited Locations. A Security Guard Supervisor must sign in and sign out using both the Electronic Work Schedule/Post Assignment Verification System and the hard copy Security Guard Supervisor DAR, provided by the Contractor, to record each Location visited.
- 7.4.15 Contractor will be solely liable and responsible for providing all compensation and benefits for Security Guards, including breaks and lunch breaks.

## **7.5 On-Site Supervisor Duties**

On-Site Supervisor duties must include, but are not limited to, the following duties:

- 7.5.1 Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.
- 7.5.2 Ensure that the shift operates with integrity, providing a safe and secure environment in which all County requirements are met.
- 7.5.3 Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.
- 7.5.4 Assume responsibility in an emergent situation, establishing incident command, and reporting to the local law enforcement agency as soon as the situation allows, and it is safe to do so.
- 7.5.5 Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.
- 7.5.6 Prepare Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.
- 7.5.7 Provide information for the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site-Specific Post Orders for the Location.

## **8.0 REPORTING REQUIREMENTS**

Contractor must prepare, submit, and maintain documents and reports pursuant to the Contract, including this SOW. Contractor will submit documents at the frequency specified in the Contract, including this SOW.

### **8.1 Invoices**

Contractor must furnish to the County, in a timely manner, true, accurate, and complete electronic copies of monthly Invoice(s), with all necessary supporting documentation, as set forth in Paragraph 5.5 (Invoices and Payments) of the Contract.

### **8.2 Quality Control Plan**

Contractor must maintain, update as necessary and provide to County Project Manager, immediately upon request, a detailed Quality Control Plan as specified in Paragraph 3.0 (Quality Control) of this SOW.

### **8.3 Monthly Inspection Report**

A Monthly Inspection Report (MIR) is to be completed by the tenth Day of each month for each Location for which services were provided, according to Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract, which must provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by the County. Contractor must maintain all MIR records and reports for five years following termination of the Contract.

### **8.4 Recruitment Plan**

Contractor must inform County of how they intend to recruit and maintain a pool of additional personnel (as described in Paragraph 6.3.1 of this SOW) to provide services under the Contract by providing to County Project Manager a detailed recruitment plan at least ten Days prior to commencing Work under the Contract and make changes as recommended by County. If additional time is needed, written notification is required to the County Project Director.

### **8.5 Procedural Manual**

Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of all procedures and procedural changes made by the County or other entity to its employees, at least ten Business Days prior to commencing Work under the Contract.

## **8.6 Background Investigation Clearance Report**

Contractor must forward a Background Investigation Clearance Report to County Project Manager by the tenth Day of each month. The Background Investigation Clearance Report must include employee name, Location, Security Guard and Security Guard Supervisor guard registration card number (if applicable), and date background cleared by the County.

## **8.7 Complaint Investigation Procedures**

Within ten Business Days prior to commencing Work under the Contract, Contractor must develop, maintain, and follow procedures for receiving, investigating, and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in Paragraph 8.5 (Complaints) of the Contract. Contractor must provide the County with Contractor disciplinary sequence upon investigating and responding to complaints.

## **8.8 Firearms List**

8.8.1 For every armed Security Guard and Security Guard Supervisor performing services under the Contract, Contractor must provide a list of firearms to County Project Manager, with the make, manufacturer, and serial number of each armed Security Guard or Security Guard Supervisor's firearm. The firearms list must be provided prior to an armed Security Guard or Security Guard Supervisor being assigned to a Location. Contractor is responsible for providing an updated list when changes occur.

8.8.2 Contractor must be responsible for keeping the firearms list up to date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide County Project Manager with updated firearms list upon request.

8.8.3 County Project Manager must verify the firearms list on at least an annual basis during the term of the Contract to make sure that the firearms list is current and accurate.

## **8.9 Security Guard and Security Guard Supervisor Training Program Reports**

### **8.9.1 Training Tracker, Training Compliance Report, and Notification of Required County Training**

- a) Contractor must ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by the County.

- b) Contractor must establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- c) Contractor must provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.
- d) Contractor must request annual County-required training, as specified in Paragraph 6.5.2.1 of this SOW, by providing a Notification of Required County Training to County Project Manager at least 60 Days prior to the date annual training is needed, to allow time for coordination and scheduling of the necessary training with County providers. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report must be kept in each employee's Training File and must include:
  - i. Name of Security Guard or Security Guard Supervisor.
  - ii. Title of training.
  - iii. Date completed.
  - iv. Number of hours.
  - v. Certificate of completion received.
  - vi. Future training and date needed.

### **8.9.2 In-Service Training Report**

Contractor must provide a monthly report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth Day of the following month in which training was completed. Report must be in spreadsheet format and include the following: Location name, Security Guard or Security Guard Supervisor last name, Security Guard or Security Guard Supervisor first name, Security Guard or Security Guard Supervisors guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

### **8.9.3 Security Guard and Security Guard Supervisor Training File**

- 8.9.3.1 Contractor must be responsible for maintaining a Training File for each employee assigned to provide services under the

Contract. The Training File must contain copies of completed Contractor background investigation records; records of training received from Contractor or the County with dated certificates of completion; current cards (baton, weapons, etc.), licenses, and certifications; and any additional information as required by County. The Training File must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by the County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.

8.9.3.2 The Training File must include, but will not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in Paragraph 6.3.7 (Annual Performance Evaluations) of this SOW.
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child, and Infant, issued by American Red Cross or equivalent provider.
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider.
- d) Current Security Guard and Security Guard Supervisor Guard Registration Card issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code.
- f) Current BSIS certification in the use of baton.
- g) Current permit to carry ten percent solution of oleoresin capsicum (pepper spray) or pepper gel.
- h) Current California Firearm Permit (armed Security Guards and Security Guard Supervisors only).
- i) Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year (armed Security Guards and Security Guard Supervisors only).

- j) Valid California Class “C” Driver’s License and/or Identification Card (Driver’s License only if required by position).
- k) Record of Radio Procedures Training.
- l) Record of crisis intervention techniques training (if required).
- m) Record of training as specified in Attachment 3 (Training Outline), Attachment 3A [Training Outline - Department of Mental Health (DMH) Positions] of Exhibit B (SOW Attachments) of the Contract, and Paragraph 6.5 (Security Guard and Security Guard Supervisor Training Requirements) of this SOW.
- n) Record of Location-specific employee training.

## **8.10 Notification of Infectious Potential**

- 8.10.1 Contractor must immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease, illness, or virus. Any Security Guard or Security Guard Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor’s note.
- 8.10.2 County may provide, without incurring liability, referrals to Contractor and its Security Guards and Security Guard Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.
- 8.10.3 Contractor must, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

## **8.11 Security Guard and Security Guard Supervisor Medical Records (if applicable)**

- 8.11.1 Contractor must maintain compliance with HIPAA as set forth in Paragraph 9.2 [Health Insurance Portability and Accountability Act of 1996 (HIPAA)] of the Contract and Exhibit I [Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)] of the Contract.
- 8.11.2 To the extent expressly authorized by law, Security Guard, Security Guard Supervisor, Programs/Operations Manager, and On-site Supervisor



medical records must be maintained and made available for review upon the request of appropriate County personnel, local, or state health officials. The County Department of Health Services and Department of Public Health may need to access the medical records in the event of a medical outbreak. On-site storage and retrieval of some Security Guard, Security Guard Supervisor, Programs/Operations Manager, and On-site Supervisor medical records may be required by Contractor, based on the needs of the Location where services are to be performed.

## **8.12 Family Medical Leave Act (FMLA) and Pregnancy Disability Leave (PDL)**

- 8.12.1 Contractor must adhere to all local, state, and federal guidelines pertaining to Family Medical Leave Act (FMLA) and Pregnancy Disability Leave (PDL). Contractor must provide reasonable accommodation to an employee affected by a medical condition, pregnancy, or childbirth, if the Security Guard or Security Guard Supervisor requests, based on the documented advice of the employee's health care provider. This may include a transfer a temporary transfer to an alternative assignment that better meets the employee's needs, with equivalent pay and benefits if: 1) the employee's request is based on the certification by his/her health care provider that a transfer is medically advisable; and 2) the assignment transfer can be reasonably accommodated by the Contractor. Alternative assignments are not listed nor approved within the list of County approved Posts, Locations and Areas as set forth in Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit B (SOW Attachments) of the Contract. Alternative assignments and/or reasonable accommodations for Security Guards or Security Guard Supervisors must be the sole responsibility of Contractor.
- 8.12.2 Contractor must notify the County Project Manager when a Security Guard or Security Guard Supervisor requests a reasonable accommodation or alternative assignment, based on the advice of the employee's health care provider. Contractor must ensure the requesting Security Guard or Security Guard Supervisor is no longer assigned to any Post, Location, or Area as indicated in Paragraph 8.12.1 above.
- 8.12.3 Contractor must ensure all Posts at Locations and Areas are filled by Security Guards and Security Guard Supervisors that can reasonably and safely respond to emergency situations such as, but not limited to, the following: detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as Cal/OSHA, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by Facility Administrator involving Security Guard. Any injury resulting to Security Guards or Security Guard Supervisors that

have a documented medical condition, pregnancy or childbirth must be the sole liability of Contractor.

### **8.13 Illness and Injury Prevention Program**

Contractor must, upon award of Contract and prior to commencement of services under the Contract, provide County Project Manager with a copy of Contractor's Cal/OSHA-compliant Illness and Injury Prevention Program (IIPP).

### **8.14 Daily/Weekly Reporting Documents**

Contractor must provide Security Guards and Security Guard Supervisors with DAR to sign in and sign out and log daily activity at each Location where services are provided. Upon County request, the completed DAR must be submitted to County Project Manager, or designee, for review. Records must include, but are not limited to:

#### **8.14.1 Security Guard Sign In and Sign Out**

Security Guards must sign in upon arrival at the Post and sign out at the end of each shift using both the Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, and the Security Guard DAR.

#### **8.14.2 Security Guard Supervisor Sign In and Sign Out Sheet**

Security Guard Supervisors must sign in and sign out at each Location when making their rounds using both the Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, and the Security Guard Supervisor DAR.

#### **8.14.3 Security Guard Daily Activity Report (DAR)**

Security Guards must use the Security Guard DAR to sign in, sign out, and note the time and briefly describe events that have taken place each day, such as relief given for breaks or meal periods, theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. The DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift.

#### **8.14.4 Security Guard Supervisor Daily Activity Report (DAR)**

Security Guard Supervisors must use the Security Guard Supervisor DAR to sign in, sign out, and while conducting vehicle patrol in Contractor-furnished motor vehicles, note their starting and ending mileage when making the rounds, Locations visited, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, Department personnel encountered, County Services Bureau Contract

Monitors contacted, and any Contract Discrepancy Report (Exhibit L of the Contract) follow-up completed. The DAR notations are to be made following each Location visit. The DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift.

## **8.15 Security Incident Report (SIR)**

- 8.15.1 Security Guards and Security Guard Supervisors must report any loss, theft, or misuse or any Contractor-owned or County-owned equipment immediately to Contractor Project Manager by phone or email. Preliminary notification is to be followed by a written memorandum or an SIR by the end of shift. Written documentation must include report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), Contractor and County employees assigned to Post. Contractor Project Manager will notify and provide written documentation to County Project Manager.
- 8.15.2 Security Guards and Security Guard Supervisor must report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Contractor Project Manager. Any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor must also be reported immediately to Contractor Project Manager. A written memorandum or an SIR will be submitted to the County Project Manager describing the missing item, serial number, date of incident and name of employee assigned to Location.
- 8.15.3 Security Guards or Security Guard Supervisors must immediately report to County Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as Cal/OSHA, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, any and all damage to County facilities, buildings, or grounds caused by Contractor employees or agents, allegation of sexual harassment or contact by Facility Administrator involving Security Guard. Security Guards or Security Guard Supervisors must immediately follow up on these incidents by preparing a written memorandum or an SIR. Written documentation must describe the incidents in detail and be submitted to the County Project Manager before the end of the shift, or if incidents occur after hours, the next morning.
- 8.15.4 Report all incidents of an emergent nature that may involve potential property damage or personal injury to any Security Guard or Security

Guard Supervisor. Security Guard Supervisor must report the incidents to County Services Bureau, Contract Monitoring Unit, and/or local law enforcement agency as outlined in Post Orders:

- a) Immediately request appropriate emergency aid.
- b) Notify Contractor's Project Manager as soon as practicably feasible. Contractor's Project Manager must notify the County Project Manager immediately upon notification of property damage to County facilities, buildings, or grounds caused by Contractor employees or agents and/or personal injury to any Security Guard or Security Guard Supervisor.
- c) Prepare a written memorandum or SIR, as required, and submit to Contractor's Project Manager by the end of the shift or if incidents occur after hours, by the next morning. Contractor Project Manager must immediately provide a copy of the written memorandum or SIR upon receipt to the County Project Manager documenting the property damage or personal injury to any Security Guard or Security Guard Supervisor.

8.15.5 Any damage or injury resulting from an accidental firearm discharge, use of force, or pepper spray or pepper gel deployment by a Security Guard or Security Guard Supervisor must be the sole liability of Contractor. Pursuant to BSIS, Business and Professions Code section 7583.4, Security Guard or Security Guard Supervisor must notify the County Project Manager and the County Services Bureau, Contract Monitoring Unit and/or the local law enforcement agency immediately of any accidental discharge and submit an SIR to the County Project Manager within one hour of incident. Contractor must investigate all incidents listed above and provide a follow-up report of the findings to the County Project Manager if an incident occurred due to negligence, identified training issues, or equipment malfunction. For all incidents listed above, Contractor must provide a follow-up report listing if actions were reasonable and within policy.

## **9.0 GREEN INITIATIVES**

- 9.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 9.2 Contractor must notify County's Contract Manager of Contractor's new green initiatives prior to the Contract commencement.

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

- 10.1 A Performance Requirements Summary (PRS) Chart, Exhibit K [Performance Requirements Summary (PRS) Chart] of the Contract, listing required services that

will be monitored by the County during the term of the Contract is an importance monitoring tool for the County.

- 10.2 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract, this SOW, and this PRS, the meaning apparent in the Contract and this SOW will prevail. If any services seem to be created in the PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be null and void and place no requirement on Contractor.

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