

# **APPENDIX B**

## **STATEMENT OF WORK**

## STATEMENT OF WORK

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## **APPENDIX B STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

- 1.1 Contractor shall provide as-needed armed and unarmed security guard ("Guard") services ("Guard Services") for the Department's Court Services Division. Contractor shall provide Guard Services utilizing qualified, trained, and certified Guards twenty-four (24) hours a day, seven (7) days a week at County courthouses and specified Department facilities set forth on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this Statement of Work (SOW).
  
- 1.2 The Department is responsible for providing security at courthouse entrances for all courthouses in the County. The smaller courthouses have one entrance, but some of the larger courthouses have two or more entrances that require guards. Most County courthouses are at least partially staffed by Department armed security officers ("Officers") and unarmed security assistants ("Assistants"). The Department does not however have sufficient numbers of Officers and Assistants to fill all Guard positions in the courthouses and other Department facilities or to maintain a pool of Officers and Assistants for planned and unplanned vacancies. Contractor shall be required to provide Guards to fill the vacant positions. Planned vacancies occur when Officers and/or Assistants are on extended medical leave, military leave, and/or vacations. Unplanned absences include but are not limited to sick leave, emergency leave, training, and bereavement leave.
  
- 1.3 The number of County courthouses and other Department's facilities requiring Guard services may change during the Term of the Agreement based upon the Department's operational and organizational staffing requirements. Currently, the Department has 255 security Post positions, most of which are filled by Officers and Assistants. The County cannot guarantee work for a minimum number of Contractor's Guards. The County's daily Guard Service needs will vary based on the Department's vacancies and unplanned absences.
  
- 1.4 The Department may conduct orientation classes at various Locations during the year. As the Department hires new Officers and Assistants to fill in the long-term vacant positions, the need for Contractor Guards may be reduced. Additionally, the County may close or open courthouses, which may also reduce the number of Guards. Contractor must therefore have the flexibility and capability to provide varying numbers of Guards on a daily basis, and on short notice. The Department is currently utilizing an

average of 50 contract armed and unarmed guards per day to cover planned and unplanned vacancies.

## **2.0 CONTRACTOR RESPONSIBILITIES**

- 2.1 Contractor shall provide qualified, trained, and certified Guards and Supervisors at County Courthouses and Department-specified facilities listed in Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW and in sufficient numbers to fill County's vacancies listed in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW, as amended from time to time. All such Guards and Supervisors must be approved by the County Project Manager prior to performing services under the Agreement.
- 2.2 Contractor shall at Contractor's sole expense, provide all working materials/documents including, but is not limited to, forms, log sheets, and stationery needed by the Guards and Supervisors.
- 2.3 Contractor shall ensure that all equipment and related accessories used by the Guards and Supervisors to provide services under the Agreement are kept clean and maintained according to manufacturer's and County standards attached hereto as Attachment 5, Manual of Policy and Procedures, Uniform and Safety Equipment, Section 3-03/000.00 Departmental Authority. The County Project Manager may from time to time inspect such items to ensure they are in proper working order.
- 2.4 Contractor shall be responsible for making parking arrangements and paying the parking fees for Contractor Guards and Supervisors assigned to Work at any of the County facilities. The County will not make any special parking arrangements for Contractor Guards and Supervisors.
- 2.5 Contractor shall be liable for any damage or injury resulting from the accidental discharge of a Contractor Guard's or Supervisor's firearm.
- 2.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Contractor's Guards or Supervisors, the County Project Manager may proceed with an administrative investigation. Contractor shall fully cooperate with County in such situation, including but not limited to, submitting documentation requested by the County Project Manager and allowing Contractor Guards and Supervisors to be interviewed at a County facility.
- 2.7 Contractor shall maintain all firearms, ammunition and accessories in good working condition.

- 2.8 In the event that a scheduled Guard is not going to report on time for a Work shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time. Contractor shall provide a substitute Guard within one (1) hour of the scheduled starting time.
- 2.9 Contractor shall monitor the number of hours worked by each assigned Guard and Supervisor working forty (40) hours per week to ensure that outside employment does not exceed twenty-four (24) hours per week. Failure to comply with this requirement may result in County-imposed assessments against Contractor. If non-compliance persists, termination or suspension of the Agreement may be warranted.
- 2.10 Contractor shall monitor the number of hours worked by Guards and Supervisors who are engaged in full-time employment (40 hours per week) by another employer, and who are employed by Contractor as a “second job” to ensure that such employees are limited to 24 hours per week of Work under the Agreement.

### **3.0 CONTRACTOR GUARDS AND SUPERVISORS**

- 3.1 Contractor’s Guards and Supervisors shall possess basic writing skills and computer knowledge for note taking and completing report forms, be capable of communicating with the public and County employees, and have the ability to work independently and accept responsibility.
- 3.2 Contractor’s Guards and Supervisors shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
- 3.3 Contractor’s Guards and Supervisors must be over 18 years of age to provide services under the Agreement.
- 3.4 Contractor’s Guards and Supervisors must have a working knowledge of California Penal Code sections which are pertinent or applicable to the Guard Services required and provided pursuant to the Agreement (i.e., power of arrest, and search and seizure).
- 3.5 Contractor’s Guards and Supervisors must maintain current certificates and licenses as specified in Section 4.0, Required Certificates and Licenses, of this SOW.
- 3.6 Contractor’s Guards and Supervisors shall be in good physical condition and capable of fulfilling all Work requirements specified in this SOW and throughout the Agreement.

- 3.7 Contractor's Guards shall provide building and parking security services, as determined by the County Project Manager.
- 3.8 Guards and Supervisors shall possess knowledge of the following:
  - 3.8.1 Working knowledge of the assigned courthouse or other Department facility or Location.
  - 3.8.2 Procedures for reporting and/or correcting hazardous conditions: Report all safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate County Branch Supervisor or emergency agency.
- 3.9 All Guards, whether providing armed or unarmed Guard Services under the Agreement, shall be trained to properly maintain and handle firearms and batons safely.
- 3.10 Contractor shall not be reimbursed for any overtime on the Agreement. The County will pay Contractor for all hours of service at the hourly rate rate, in accordance with Contractor's pricing set forth in Exhibit C, Price Sheet, of the Agreement.

#### **4.0 REQUIRED CERTIFICATES AND LICENSES**

- 4.1 Contractor's Guards and Supervisors shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill all other State and local license requirements.
- 4.2 All Contractor Guards and Supervisors providing services under the Agreement shall possess and keep current all of the following certificates and licenses:
  - 4.2.1 California Guard Registration Card (Guard card)
  - 4.2.2 California Fire Arms Qualification Card (Armed Guards only.)
  - 4.2.3 License to carry oleoresin capsicum (O.C.) spray
  - 4.2.4 P.O.S.T. Certification in Side Handle, PR24 Baton or ASP (Collapsible Baton) Training
  - 4.2.5 First Aid Certificate
  - 4.2.6 Cardiopulmonary Resuscitation (CPR) Certificate sponsored or approved by the American Red Cross or American Heart Association

- 4.2.7 Certified copy of birth certificate
- 4.2.8 High School or G.E.D. diploma or equivalent
- 4.2.9 Valid California Class "C" Driver's License or California Identification Card
- 4.3 Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to their beginning Work under the Agreement.
- 4.4 Contractor shall maintain copies of all current certificates and licenses for Guards and Supervisors in employee files throughout the term of a Guard's or Supervisor's employment with Contractor. Contractor shall make such certificates and licenses available to County immediately upon request.
- 4.5 Contractor Guards and Supervisors with foreign documents, or those issued outside the United States, must have them notarized to verify validity of documents, such as subparagraph 4.2.7 and 4.2.8 above.

## **5.0 CONTRACTOR'S OFFICE**

- 5.1 Contractor shall maintain an office in the County with a telephone in the Contractor's name where Contractor conducts business. If Contractor maintains several offices in the County, it shall designate one (1) office in the County as the main contact for County.
- 5.2 Contractor's office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m.
- 5.3 Contractor shall respond twenty-four (24) hours a day, seven (7) days-a-week to all telephone calls which may be received from County Project Manager regarding the Contractor's performance of the Agreement.
- 5.4 During office hours, Contractor shall respond to telephone calls from County Project Manager within fifteen (15) minutes of the call.
- 5.5 Contractor shall provide an answering service to receive after-hours (6:00 p.m. to 6:00 a.m.) calls. The Contractor shall respond to telephone calls received by the answering service within two (2) hours of receipt of County Project Manager's call.
- 5.6 In the event of an emergency telephone call, the Contractor shall respond immediately to County Project Manager, regardless of day or time that call is received by Contractor.



## **6.0 CONTRACTOR'S STAFFING PLAN**

- 6.1 Contractor shall provide an initial staffing and work plan for each facility or Location, based on Department's required staffing, as specified in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW. The plan shall include name, employee number, classification, and hours for all proposed Contractor Guards who will fill in for planned and unplanned absences. Contractor shall provide the staffing plan to County Project Manager within ten (10) Business Days after approval of Agreement by the County Board of Supervisors.
- 6.2 As the Department's required staffing changes during the Term of the Agreement, the County Project Manager will provide Contractor with a revised Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW.
- 6.3 In the event that the Department requires additional service hours or service days due to emergencies or changes in workload, Contractor Project Manager shall meet with County Project Manager to develop changes to the staffing and work plan to meet the new requirements.
- 6.4 Contractor shall provide County Project Manager and County Branch Supervisor with a revised staffing and work plan for each change within twenty-four (24) hours
- 6.5 Contractor's request to replace a Guard or move a Guard to another Post must be submitted in writing to, and pre-approved by County Project Manager prior to making change.
- 6.6 Each revised staffing plan will be executed utilizing the Change Order process as stated in Section 6.0, Change Orders and Amendments, of the Agreement.

## **7.0 CONTRACTOR'S RELIEF FOR PLANNED AND UNPLANNED ABSENCES OF COUNTY SECURITY OFFICER AND ASSISTANT**

- 7.1 Contractor shall provide qualified, trained, and certified Guards, to fill in for planned and unplanned absences of Department Officers and Assistants.

### **7.1.1 Planned County Absences**

When an Officer or Assistant is scheduled for vacation, extended sick leave, or other leave of absence, the County Project Manager and/or the County Branch Supervisor will provide Contractor at least twenty-four (24) hours written notice via email to provide an as-needed Guard replacement. Contractor shall respond to

planned absence requests within (12) hours of notification by County. Contractor shall notify County Project Manager and County Branch Supervisor via e-mail on the status of all requests for coverage.

#### 7.1.2 Unplanned County Absences

When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes known. Contractor shall respond to County's request within two (2) hours of notification. Contractor shall notify County Project Manager and County Branch Supervisor via e-mail on the status of all requests for coverage.

- 7.2. In the event the Department needs to cancel a Guard Service request, a notification will be provided to Contractor not less than two (2) hours prior to the start time. If the Department is unable to provide timely notification, the Guard will be authorized to provide coverage for up to four (4) hours only.

### **8.0 CONTRACTOR'S PLAN IN EMERGENCY SITUATIONS**

- 8.1 In the event of an emergency situation, Contractor shall continue to provide Guard Services under the Agreement. Contractor Project Manager and County Project Manager will develop a plan to ensure that Contractor is notified of the emergency and that Contractor will continue to provide Guard Services. Contractor shall respond to Department's request within two (2) hours of notification.
- 8.2 For purposes of this Section 8.0, Contractor's Plan in Emergency Situations, only, an "emergency situation" includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail riots and other disasters.
- 8.3 County Project Manager will determine if a particular situation constitutes an emergency situation as specified in this Section 8.0, Contractor's Plan in Emergency Situations, of the SOW. Contractor shall provide adequate staffing to ensure continued Guard Services to the extent determined by County Project Manager.
- 8.2 Should any emergency situation require performance of services beyond the capability of the Contractor, the County may obtain supplemental guard services from Department personnel or other service providers. Such supplemental guard services obtained by the Department shall not constitute a breach of the Agreement by the County.

## **9.0 CONTRACTOR SUPERVISOR DUTIES**

Contractor Guards shall be sufficiently supervised by Contractor's supervisory staff. Contractor shall employ at least one (1) Supervisor on each Work shift for all Locations, plus an additional Supervisor if more than twenty (20) Contractor Guards are assigned to a Work shift at a single Location. The Contractor's Supervisors are expected to travel to their assigned facilities on a regular basis to Work with their subordinates. Contractor's Supervisor shall:

- 9.1 Provide direction and instruction to Guards by making daily rounds of assigned County facilities and observing Guards performing Work under the Agreement.
- 9.2 Immediately respond to on-site emergencies, providing as-needed support.
- 9.3 Provide training to Guards and ensure that each Guard fully understands the duties and services to be provided under the Agreement, prior to the Guard performing services under the Agreement.
- 9.4 Be available to review inspection reports and questions posed from Guards, at all times during the assigned Work shift.
- 9.5 Provide technical and administrative advice to Guards as appropriate.
- 9.6 Ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Agreement.
- 9.7 Inform subordinates of any deviations from acceptable practices and procedures, instruct Guards on the proper methods and procedures, and explain conditions when deviations are permissible.
- 9.8 Respond to requests from Guards for assistance.
- 9.9 Update and explain procedures to Guards assigned to fixed Posts.
- 9.10 Have a thorough knowledge of radio usage and codes and train Guards in these areas.
- 9.11 Conduct investigations and prepare reports as appropriate.
- 9.12 Be required to drive a Contractor-provided motor vehicle to the different assigned Locations.
- 9.13 Be in full uniform at all times, including uniform jacket when appropriate.

- 9.14 Sign in and sign out for all County-furnished equipment when reporting for duty and after end of Work shift with the County Branch Supervisor.

## **10.0 CONTRACTOR GUARD DUTIES**

Guards shall perform the following duties, including, but not be limited to:

- 10.1 Screening all County employees, court employees, clients, visitors and/or other members of the public at each designated entrance to County courthouses and Department specified facilities set forth in Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW. Contractor Guards shall safe guard County and court property against fire, theft, vandalism, and illegal entry, and also provide information and assistance to the public.
- 10.2 Signing-in and signing-out each day with County Branch Supervisor:
  - 10.2.1 A Department sign-in/sign-out sheet will be located at each Post. Guards shall report to Work on time and remain on assigned duties until relieved.
  - 10.2.2 Guards and Supervisors shall sign in and sign out for all County-furnished equipment when reporting for duty and after end of Work shift with the County Branch Supervisor.
- 10.3 Operating firearm screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held.
- 10.4 Covering an assignment at a fixed Post, or patrol an area, facility, or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 10.5 Detaining individuals for further investigation, or arrest where circumstances and conditions warrant such action.
- 10.6 Intervening when necessary to stop injurious acts, conduct searches for firearms and contraband, and provide details on individuals for investigations, detentions, and arrests.
- 10.7 Visually screening packages and parcels carried into County facilities.
- 10.8 Investigating questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.
- 10.9 Answering questions and provide as-needed escort services to members of the public.

- 10.10 Verifying the security of safes and areas where equipment or items of value are stored.
- 10.11 Locking and unlocking gates and doors as directed.
- 10.12 Reducing or turning off facility lights and close window coverings, as directed.
- 10.13 Ensuring that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign in and sign out of facility. Unauthorized or unidentified individuals will be detained.
- 10.14 Raising and lowering flags at designated times.
- 10.15 Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid, and notifying County Branch Supervisor if further assistance is necessary or desirable.
- 10.16 Relaying reports of bomb threats immediately to County Branch Supervisor, and participating in bomb searches organized by the Department or other law enforcement agency personnel.
- 10.17 Responding to scene of locally activated fire, burglary, or other alarms, evaluating the situation, and taking appropriate action.
- 10.18 Monitoring alarm systems and electronic surveillance equipment.
- 10.19 Reporting all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility:
  - 10.19.1 Notifying Contractor supervisor immediately.
  - 10.19.2 Preparing a full written report of incident and submitting to County Branch Supervisor by the end of the Work shift.
  - 10.19.3 If during after hours, immediately requesting appropriate local emergency aid from local fire or police.
- 10.20 Contractor Guards shall report any lost or stolen County-furnished equipment immediately to the County Branch Supervisor, with a full written report of the incident. Information shall include a description of the missing item, its serial number, the date of incident, and the name of the Guard assigned to the Post.

- 10.21 Patrolling interior and exterior perimeter of the facility or Location, as required.
- 10.22 Monitoring parking as directed by the County Branch Supervisor.
- 10.23 Submitting an incident report to County Branch Supervisor and the County Project Manager within one (1) hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm.
- 10.24 Reporting the loss, theft, or misuse of any firearm, baton, Sam/Sally Browne belt, or ammunition to County Branch Supervisor and County Project Manager immediately.
- 10.25 Reporting any lost or stolen Contractor-owned and County-owned equipment to the County Branch Supervisor and Contractor Supervisor through a written memorandum or by completing an incident report as soon as possible. The written documentation must include a description of the missing item, the serial number, date of incident, and Contractor Guards and Department Officers and Assistants assigned to the Post. The County Branch Supervisor will forward the written documentation to the County Project Manager.

#### **11.0 CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE**

- 11.1 Guard and Supervisors shall adhere to the Los Angeles County Sheriff's Department Policy of Equality, attached hereto as Attachment 3, Manual of Policy and Procedures, Policy of Equality, Sheriff's Department, County of Los Angeles, of this SOW.
- 11.2 Guard and Supervisors shall adhere to the Duties and Conduct of Security Officers and Security Assistants, attached hereto as Attachment 4, Civil Procedures, Security Duties and Conduct, of this SOW.
- 11.3 Guards shall comply with the requirements of Section 10.0, Contractor Guard Duties, of this SOW.
- 11.4 Supervisors shall comply with the requirements of Section 9.0, Contractor Supervisor Duties, of this SOW.

#### **11.5 All Guards and Supervisors shall:**

- 11.5.1 Be punctual; remain awake, alert, and attentive during their Work shifts, without any exception.
- 11.5.2 Be attired in full uniform as specified in Section 13.0, Contractor Furnished Uniforms, of this SOW, including black shoes, and ties

and badges at all times. During summer months, ties may be optional at the sole discretion of the County.

- 11.5.3 Present a businesslike demeanor at all times.
- 11.5.4 Maintain their Post desk in a neat and presentable manner.
- 11.5.5 Be able to read, write, and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations, and communicate effectively with the general public.
- 11.5.6 Have a good working knowledge of self-defense and public restraint procedures.
- 11.5.7 React quickly and take command of emergency situations, and use sound judgment and discretion in handling unruly or trespassing members of the public.
- 11.5.8 Follow all Federal, State and local laws that apply to the provision of Guard Services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department's rules and regulations.
- 11.5.9 Submit an incident report to County Branch Supervisor and the County Project Manager within one (1) hour of incident for any damage or injury resulting from the accidental discharge of Guard's or Supervisor's firearm.

**11.6 All Guards and Supervisors shall not:**

- 11.6.1 Eat, read, or use personal radios, cell phones, televisions, any kind of electronic entertainment devices, computer disk, or tape players at their Posts at any time.
- 11.6.2 Remove or borrow County materials or equipment, or items owned by County employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.
- 11.6.3 Leave their assigned Posts until properly relieved.
- 11.6.4 Use any County telephones except for the purpose of making or receiving calls to or from their Supervisors or County representatives.

- 11.6.5 Bring visitors, unauthorized firearms, or contraband into any County facility or Location.
- 11.6.6 Store any firearms, including firearm accessory, baton, ammunition or Sam/Sally Browne belt at any County facility or Location where services under the Agreement are being provided. The County shall not be responsible for storage of Contractor's firearms at any County facility or Location.
- 11.6.7 Remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any County facility or Location, unless under extreme emergency or in a life threatening situation. Any loss shall be immediately reported to the Supervisor or superior, as the case may be.
- 11.6.8 Utilize firearms and batons as a measure of threat or intimidation.
- 11.6.9 Remove and clean firearms at any County facility or Location at any time.
- 11.6.10 Possess unauthorized firearms, holsters, and ammunition while performing Work at any County facility or Location, at any time.
- 11.6.11 Excessively socialize with the public, County employees, or other Contractor employees while providing services under the Agreement.

## **12.0 PHYSICAL EXAMINATION REQUIREMENTS**

- 12.1 Contractor Guards and Supervisors assigned to provide Guard Services under the Agreement must have the physical capability to perform all of the duties specified in this SOW.
- 12.2 Prior to commencing Work under the Agreement, Contractor shall ensure that each Guard and Supervisor undergoes an initial physical examination performed by a licensed medical examiner. Contractor shall provide a "fit-for-duty" statement to the County Project Manager not later than three (3) Business Days prior to beginning Work.
- 12.3 Following the initial physical exam, all Contractor Guards and Supervisors shall undergo physical exams annually thereafter. Results of these examinations shall be maintained by Contractor in each respective Guard's and Supervisor's personnel file.
- 12.4 If the County Project Manager or designee determines that a Contractor Guard's or Supervisor's physical condition appears to be questionable, the



County Project Manager or designee may require Contractor to (1) provide medical certification that Contractor warrants that the Guard or Supervisor is fit for duty, and/or (2) dismiss the Guard or Supervisor from providing Work under the Agreement.

### **13.0 CONTRACTOR FURNISHED UNIFORMS**

13.1 Contractor shall furnish and provide uniforms for each of its Guards and Supervisors providing services under the Agreement. The uniforms must be the same for all assigned Guards and Supervisors.

13.2 The uniform shall consist of the following attire.

13.2.1 Trousers – Navy Blue or Black

13.2.2 Shirt/Blouse – White, Gray, Navy Blue or Black

13.2.3 Jacket – Navy Blue, Black, or Gray (Jacket Optional)

13.2.4 Belt – Solid Black, Basket Weave

13.2.5 Tie – Black (as-needed per County Project Manager request)

13.2.6 Tie Bar (per County Project Manager request)

13.2.7 Socks – Solid Black or Navy Blue

13.2.8 Shoes – Solid Black, Leather, and Military Type (low laced, plain-toed oxfords, with smooth finish)

13.2.9 Shoulder Patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse and jacket

13.2.10 Rain Gear (as-needed)

13.2.11 Name Tags

13.2.12 Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.

13.3 Contractor shall obtain written approval for the uniform and other related attire from the County Project Manager prior to beginning Work under the Agreement.

13.4 Contractor staff must keep uniforms clean and neatly pressed.

## **14.0 CONTRACTOR FURNISHED EQUIPMENT AND ACCESSORIES**

- 14.1 Contractor shall furnish and provide all Guards and Supervisors with at least the following equipment/accessories:
  - 14.1.1 Sam/Sally Browne (gun belt)
  - 14.1.2 Handcuff case
  - 14.1.3 Four (4) keepers
  - 14.1.4 Key snap
  - 14.1.5 One (1) heavy-duty 3-cell flashlight approved by County Project Manager
  - 14.1.6 One (1) set handcuffs plus key
  - 14.1.7 Badge
  - 14.1.8 PR 24 baton or the ASP (24" or 26") expandable straight stick
  - 14.1.9 Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster)
- 14.2 Armed Guards shall be limited to possessing the following firearms: Colt, Smith & Wesson or Sturm Ruger double-action, .38 Special or .357 Magnum caliber revolver, with blue steel, or low-gloss stainless steel finish. The firearm may be light, medium, or heavy frame, exposed or enclosed hammer-type, with a four (4) inch barrel length.
- 14.3 In addition to the equipment/accessories listed above, Contractor shall furnish and provide all armed Guards with the following:
  - 14.3.1 Holsters specifically shaped to fit the firearm carried. Holsters shall be securely riveted, stitched, or bolted to the holster shank/belt loop, and shall fully cover the firearm's trigger guard opening when the firearm is holstered. No clamshell, automatic, or trick holsters of any kind shall be worn.
  - 14.3.2 Ammunition pouch and "speed loader"
  - 14.3.3 .38 caliber hollow point ammunition, either Winchester 110 grain +P+ or Spear 125 grain +P, semi-jacketed, within the following guidelines:
    - 14.3.3.1 All ammunition shall be factory loaded.

- 14.3.3.2 Each armed Guard shall carry a minimum of 12 additional rounds for the firearm, in addition to the six loaded.
  - 14.3.3.3 Contractor shall replace all issued ammunition annually each January with new ammunition of the same type in accordance with this Subparagraph 14.3.3.
  - 14.3.3.4 All Contractor-issued ammunition shall be approved by the Department's Range staff. The County Project Director will schedule an inspection of the Contractor's ammunition with the Department's Weapons Training Unit.
- 14.4 All Contractor-furnished firearms must be registered to either the Contractor or the Guard or Supervisor.
  - 14.5 All armed Guards must qualify with their firearm every four (4) months. Contractor shall be responsible for maintaining a file for tracking this information.
  - 14.6 Contractor shall be responsible for the maintenance of all equipment/accessories listed in this Section 14.0, Contractor Furnished Equipment and Accessories.
  - 14.7 Contractor shall maintain a current firearms list, which shall include the manufacturer, model, and serial number of the firearms used by Contractor's armed Guards. The firearms list shall be provided to the County Project Manager immediately upon request.
  - 14.8 Contractor shall be responsible for keeping the firearms list current, adding and deleting guards, and noting other changes as appropriate. Contractor shall provide the County Project Manager with updated lists immediately upon request.

**14.9 Armed Guards:**

- 14.9.1 Contractor shall provide a completed firearms check-off list to County Project Manager when a new armed Guard or Supervisor begins Work under the Agreement. The completed check-off list shall list all required firearms documentation and provide County with the assurance that all required documents are in Contractor's file. Contractor shall ensure all required firearms documentation is in each Guard or Supervisor employee file.
- 14.9.2 The County Project Manager will review and verify the firearms check-off list file on at least an annual basis during the Term of the Agreement to ensure that the list is current and accurate.

## **15.0 CONTRACTOR FURNISED VEHICLES**

- 15.1 Contractor shall provide vehicles for use by its Supervisors for the sole purpose of conducting routine inspections of Guard performance at the various Locations listed on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW.
- 15.2 Contractor shall also provide vehicles to a limited number of Guards who may be required to use vehicles to perform their assigned duties, as approved by County Project Manager.
- 15.3 Contractor's vehicles shall be clearly identified, and must be well maintained and kept clean at all times.
- 15.4 Contractor furnished vehicles shall at a minimum:
  - 15.4.1 Satisfy all road safety standards as defined by California Vehicle Code or Department of Motor Vehicles;
  - 15.4.2 Be less than five (5) years old;
  - 15.4.3 Be in good condition/repair with no visible damage;
  - 15.4.4 Be properly marked with company name and logo; and
  - 15.4.5 Operate with tires in good condition at all times.
- 15.5 Contractor provided vehicles shall contain the following:
  - 15.5.1 First aid kit
  - 15.5.2 5 lb. ABC type fire extinguisher
  - 15.5.3 Hand-held or vehicle spotlight
  - 15.5.4 Traffic cones
  - 15.5.5 Flares
  - 15.5.6 Yellow scene management (banner guard type) tape
- 15.6 Contractor shall maintain and provide upon request by County Project Manager a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor-owned vehicles used by Guard and Supervisors providing services under the Agreement.

15.7 County Project Manager or designee may conduct periodic inspections of all Contractor vehicles used to provide services under the Agreement.

## **16.0 HOURS AND DAYS OF OPERATION**

16.1 Contractor shall provide as-needed Guard Services on a twenty-four (24) hour, seven (7) days per-week basis. Work hours and days for all Guards and Supervisors will vary by County courthouse and/or Department-specified facility or Location. Department's guard staffing needs are provided in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW. The number of guards is subject to change depending on the needs of the Department.

16.2 Contractor shall be responsible for the deployment of all Guards. Contractor Work shifts and staff deployment must be approved by the County Project Manager prior to Contractor beginning Work under the Agreement. Supervisors are scheduled at the discretion of the Contractor.

## **17.0 COUNTY RECONIZED HOLIDAYS**

17.1 Generally, Contractor shall not be required to provide Guard Services on County and/or Court-recognized holidays. In certain specific situations when Guards are required to provide twenty-four (24) hour, seven (7) days-per-week coverage, Contractor shall provide Guard Services on County and/or Court-recognized holidays.

17.2 If Guard Services are required by County on County and/or Court-recognized holidays then Contractor shall be paid for providing Guard services on County and/or Court-recognized holidays at the straight-time rate, as stated on Exhibit C, Price Sheet, of the Agreement.

17.3 The County and/or Court-recognized holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County and/or Court-recognized holidays for each calendar year, annually.

## **18.0 TRAINING**

18.1 Contractor shall provide training to all Guards and Supervisors assigned to provide services under the Agreement at Contractor's sole expense.

18.2 Training must focus on and relate directly to the Work requirements outlined throughout this SOW.

18.3 All Guard and Supervisor training must be completed prior to a Guard or Supervisor beginning Work under the Agreement.

- 18.4 All required training certifications shall be validated, documented, and maintained in the Guard's or Supervisor's employee file in accordance with Section 4.0, Required Certificates and Licenses, of this SOW.
- 18.5 Contractor shall submit to the County Project Director a detailed training plan for its Guards and Supervisors, not less than ten (10) calendar days from the effective date of the Agreement. Such training plan shall include a description of the training, the number of classroom hours required, and training dates if scheduled.
- 18.6 Contractor shall submit a list of the training programs completed by all Contactor Guards and Supervisors identified to Work under the Agreement within 30 calendar days from the effective date of the Agreement. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.
- 18.7 Contractor shall ensure that all firearms training is in compliance with the Security Guard Training Regulation prescribed by the California Department of Consumer Affairs. Such training is required for all armed Guards and all Supervisors, whether armed or not.
- 18.8 Bi-annual orientation will be facilitated by the Court Services Training Unit to all Contractor Guards and Supervisors. County Project Manager will determine the date, time, and location of said orientations. Contractor shall compensate Guards and Supervisors for attending the orientation at the Hourly Billing Rates specified in Exhibit C, Price Sheet, of the Agreement. Contractor shall backfill staffing for all Guard and Supervisor attending the orientation. This orientation may cover any changes in weapons screening procedures and reviews of existing Department policies and procedures.
- 18.9 Contractor shall ensure that all Contractor Guards and Supervisors assigned to provide services under the Agreement are provided with a copy of the following:
  - 18.9.1 Los Angeles County Sheriff's Department Policy of Equality, attached hereto as Attachment 3, Manual of Policy and Procedures, Policy of Equality, Sheriff's Department, County of Los Angeles, of this SOW
  - 18.9.2 Duties and Conduct of Security Officers and Security Assistants, attached hereto as Attachment 4, Civil Procedures, Security Duties and Conduct, of this SOW.
  - 18.9.3 Prior to a Guard or Supervisor beginning Work under the Agreement, Contractor shall obtain a signed Acknowledgement of Receipt, Attachment 6, Acknowledgement of Receipt, of this SOW from each Guard

or Supervisor and maintain a copy of such Acknowledgement of Receipt in Contractor Guard's or Supervisor's employee file. The original signed Acknowledgement of Receipt shall be sent to the County Project Manager along with the Contractor employee file.

18.10 Contractor shall be responsible for maintaining an employee file on each Contractor employee assigned to provide Guard Services under the Agreement. Each employee file shall contain the following information and documentation:

18.10.1 Brief biographical sketch of the Guard or Supervisor

18.10.2 Completed background investigation records

18.10.3 Copies of current Guard cards, licenses, and certifications

18.10.4 Training received from Contractor and dates of completion

18.10.5 Copy of Acknowledgement of Receipt, attached hereto as Attachment 6, Acknowledgement of Receipt, of this SOW, signed by Contractor employee.

18.11 The County Project Manager shall have the right, at any time audit training classes and inspect any employee training record or employee file, at the County Project Manager's discretion, to verify that Contractor is in compliance with requirements of the Agreement.

## **19.0 BACKGROUND INVESTIGATIONS**

19.1 Contractor shall provide pre-background check results and documentation to the County Project Manager for approval prior to assignment of any Contractor Guard or Supervisor to perform services under this Agreement. The pre-background check shall include the following information:

19.1.1 Verification of employee residence;

19.1.2 Verification of employee phone number;

19.1.3 Verification of employee's California Driver's License or California State Identification; and

19.1.4 Verification of vehicle license plate number.

19.2 Contractor Guards and Supervisors may be provisionally approved pending results of the pre-background check if, at County Project Manager or designee's discretion, all standards have been satisfied.

- 19.3 All Contractor Guards and Supervisors providing services under the Agreement shall undergo extensive background investigations, including a check of local law enforcement records, performed by the Department's Backgrounds Unit.
- 19.4 All Contractors Guards and Supervisors must successfully pass the background check or be provisionally approved by the Department's Backgrounds Unit before the Guard or Supervisor can be assigned to provide Guard Services at any County courthouse or Department facility or Location. All clearances will be determined by the Department's Backgrounds Section, in its sole discretion.
- 19.5 In the event of non-clearance of Contractor staff, all disqualifying information is confidential and not reviewable by Contractor, guards or supervisors.
- 19.6 Contractor shall be responsible for reimbursement to, or direct payment to the Department for actual costs of performing each background investigation. The cost is approximately \$100 per proposed Guard or Supervisor, and will be charged to Contractor, whether an individual is cleared or not.
- 19.7 The Department will not accept Contractor's proposed Guards and Supervisors if background investigations disclose the following:
- 19.7.1 Any felony conviction;
  - 19.7.2 Conviction for any sex crime; or
  - 19.7.3 Any pattern of irresponsible behavior including, but not limited to unsatisfactory driving or employment records.
- 19.8 The background investigation process is subject to change at any time, at the discretion of the County.

## **20.0 REPLACEMENT OF CONTRACTOR GUARDS AND SUPERVISORS**

- 20.1 The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two (2) hours of notice from the County Project Manager. Contractor shall remove such Guard or Supervisor from his/her Post or assignment upon arrival of replacement Guard or Supervisor unless directed to remove employee sooner.
- 20.2 Contractor shall not reassign replaced Guards or Supervisors to any other County facility or Location under the Agreement without the advance written consent of the County Project Manager.



## **21.0 QUALITY CONTROL**

- 21.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all Work requirements. The Quality Control Plan shall be submitted to the County Project Manager for review at least ten (10) Business Days prior to Contractor beginning Work under the Agreement. In the event that the requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated Quality Control Plan to the County Project Manager. The Quality Control Plan shall include, but is not limited to the following:
- 21.1.1 Method of monitoring to ensure that all of the Agreement 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.
  - 21.1.2 Specific activities to be monitored either on scheduled or unscheduled basis.
  - 21.1.3 Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services.
  - 21.1.4 Frequency of monitoring.
  - 21.1.5 Samples of forms to be used in monitoring.
  - 21.1.6 Job title and level of guards performing monitoring functions.
  - 21.1.7 Methods for ensuring that services will continue in the event of a strike of Contractor's employees.
- 21.2 Contractor shall provide the Department with Contractor's written policy and procedures regarding the licensing, certification, training and Work requirements for Guards and Supervisors assigned to provide Guard Services under the Agreement within ten (10) Business Days of the effective date of the Agreement.
- 21.3 Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records, and records of all inspections conducted by Contractor. These records shall include, but are not limited to, time a problem was first identified, clear description of the problem, corrective action taken, and time elapsed between identification and completed corrective action.

## **22.0 QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under the Agreement on at least an annual basis using the quality assurance procedures as defined in Section 45.0, County's Quality Assurance Plan, of Exhibit A, Additional Terms and Conditions, of the Agreement.

### **22.1 Performance Evaluation Meetings**

22.1.1 County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Agreement, new or on-going problems, and other issues. In the event that the County Project Manager issues a Contract Discrepancy Report, then the meeting will be scheduled within five (5) Business Days of issuance or at the discretion of the County Project Manager.

22.1.2 Contractor's failure to attend any such scheduled meeting may cause County to invoke County's right to terminate the Agreement for systematic, deliberate misrepresentation, or unacceptable levels of performance per Subparagraph 32.2.4 of this SOW and elsewhere in the Agreement.

### **22.2 Review of Inspection Records**

22.2.1 Contractor shall, on a monthly basis, submit to County Project Manager, Contractor's Supervisor's scheduled and unscheduled Guard performance inspection records. The records shall include date of inspection, problem(s) identified, corrective action taken, and time elapsed between identification of a problem and corrective action completed. County Project Manager will review all records to ensure that County's requirements set forth in the Agreement are being met.

22.2.2 In addition, Contractor' Guard cards and firearm registrations may be inspected bi-annually by the County Project Manager. This is a scheduled inspection in the presence of the County Branch Supervisor. During the inspection, the County Branch Supervisor will verify the Guards required documentation.

22.2.3 Contractor shall submit a log that list all locations that the Supervisor visited during a shift and all inspection reports completed. This form shall be submitted to the County Project Manager on a monthly basis. Contractor and County shall mutually agree on the format of this form within three (3) Business Days prior to beginning Work on this Agreement.

## **23.0 CONTRACT DISCREPANCY NOTICE**

- 23.1 Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified by the County. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 23.2 County Project Manager will determine whether a formal Contract Discrepancy Notice will be issued. A sample Contract Discrepancy Notice is attached as Exhibit I, Contract Discrepancy Notice, of the Agreement.
- 23.3 Upon Contractor's receipt of a Contract Discrepancy Notice, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Notice to the County Project Manager within ten (10) Business Days.

## **24.0 REPORTING REQUIREMENTS**

- 24.1 Contractor's Supervisors shall maintain monthly inspection records and daily log sheets and incident reports, and Contractor shall submit these reports to the County Project Manager by the 15<sup>th</sup> calendar day of the following month.
- 24.2 Contractor shall maintain monthly inspection reports for each Location, as prepared by Supervisors. Such monthly inspection reports shall state whether Contractor Guards are in compliance with the terms and conditions of the Agreement, whether any violations were found, and corrective action taken. These monthly inspection reports shall be submitted to the County Project Manager by the fifteenth (15<sup>th</sup>) calendar of the following month.
- 24.2 Contractor shall maintain a weekly log sheet at each Post. Guards shall sign in upon arrival at Post and sign out at the end of each shift. Supervisors shall also sign in and out at each facility or Location when conducting inspections, per Paragraph 19.4, Contractor Supervisor Duties, of this SOW. In addition, Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured areas, property damage, bodily injury, etc. These weekly logs shall be attached to the monthly invoices for payment, which shall be submitted in accordance with the Section 10.0, Invoices and Payments, of the Agreement.
- 24.3 All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All

Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the shift, or if incidents occur during after hours (6:00 p.m. to 6:00 a.m.).

## **25.0 TRANSITION PERIOD**

- 25.1 In order to ensure continuous as-needed security guard services for County, Contractor shall Work concurrently under the Agreement with the previous contractor for a period of time which is estimated to not exceed thirty (30) calendar days.
- 25.2 The County, Contractor, and previous contractor shall coordinate the transition to allow the new Contractor to phase in, and previous contractor to phase out. During this transition period, Contractor shall make necessary adjustments, changes, and revisions to its procedures, schedules, and reports to allow for effective and efficient handling of the Agreement.

## **26.0 COUNTY RESPONSIBILITIES**

- 26.1 County Project Director, County Project Manager or their designee will monitor Contractor's performance in the daily operation of the Agreement.
- 26.2 County Project Director, County Project Manager or designee will provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 26.3 The County shall have the right to add or delete facilities, Locations, and/or courthouses to the list set forth on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW during the Term of the Agreement. The addition or deletion of courthouses will be based on the required staffing and policies of the court. In the event that facilities, Locations, and/or courthouses must be added or deleted, County will give Contractor at least five (5) Business Days advance written notice.
- 26.4 The addition and/or deletion of a facility, Location, and/or courthouse may require that Contractor and County draft a revised staffing and work plan as outlined in this Section 6.0, Contractor's Staffing Plan, of this SOW.

## **27.0 COUNTY FURNISHED EQUIPMENT**

- 27.1 County may furnish and provide hand-held radios and radio holders, at no cost to Contractor, to be used by Contractor Guards and Supervisors only in connection with the performance of services under the Agreement.

- 27.2 County will provide regular maintenance, repair, or replacement for radio equipment and holders caused by reasonable wear and tear.
- 27.3 Contractor shall be responsible for the loss or damage, other than the normal wear and tear, of the radio equipment during the Term of the Agreement (or during Contractor's use of such equipment).

**28.0 CONTRACTOR'S RESPONSIBILITIES FOR COUNTY FURNISHED EQUIPMENT**

- 28.1 Contractor shall not make any alterations to County-furnished radios and radio holders without the prior written authorization by the County Project Manager.
- 28.2 Contractor shall report to the County Project Manager any improperly working or defective County-furnished equipment within twenty-four (24) hours of Contractor's notification by the Guard or Supervisor

**29.0 COUNTY OBSERVATIONS**

In addition to Department's contracting staff, other County officers may observe performance, activities, and review incident logs and/or incident reports relevant to the Agreement at any time during normal business hours. County shall have the right to review Contractor employee Guard and Supervisor records as they pertain to the Agreement. However, County may not unreasonably interfere with the Contractor's performance of the Agreement.

**30.0 COUNTY INSPECTIONS**

- 30.1 Contractor shall be prepared to make its Guards, Supervisors, facilities, vehicles, and techniques available for inspection at reasonable times without prior notice by representatives of the County and/or the State of California to review its operations.
- 30.2 Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time.

### **31.0 COURT APPEARANCES**

- 31.1 County will pay for Contractor Guard's and Supervisor's court appearance in the event that the Guards and Supervisors are called upon as a witness to appear in court for a job-related incident. Contractor shall invoice County separately for such cost at the Hourly Billing Rate set forth in Exhibit C, Price Sheet, of the Agreement, and must attach a copy of the subpoena, or the police report or the incident report if no subpoena was issued.
- 31.2 If such court appearance occurs during a summoned Guard's or Supervisor's normal Work shift, Contractor shall provide a substitute Guard or Supervisor to fill in, who shall be compensated at the Hourly Billing Rate in accordance with Exhibit C, Price Sheet, of the Agreement.