



**COUNTY OF VENTURA
PROCUREMENT SERVICES
HALL OF ADMINISTRATION LOWER PLAZA
GENERAL SERVICES AGENCY (GSA)
800 S. VICTORIA AVE.
VENTURA CA 93009-1080**

**REQUEST FOR PROPOSAL
#5732**

for

UNARMED SECURITY GUARD SERVICES

Issued: December 18, 2014

Due: February 12, 2015

SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide **Unarmed Security Guard Services** at various locations throughout the County.

Successful Contractor shall provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as County furnished), in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Offerors must have a minimum of five years of security guard service experience to be considered for award.

Proposals shall be due no later than 3:00 p.m. (PST) on Thursday **February 12, 2015**.

While the County is seeking one primary contractor for all services, the right is reserved to make an award to more than one contractor, by geographical area, or a combination of awards, whichever is in the best interest of the County.

1.2 Background

Unarmed Security Guard Services are required for the various county locations and facilities throughout Ventura. Our focus in this area is to ensure that county employees and the general public are provided a safe environment to conduct official business. A good security service includes entry screening, roving patrol, escort services, temporary post and many other security related requirements.

Expenditures for FY 2013/2014 were **\$3,943,617.00**.

Projected Expenditures for FY 2014/2015 are **\$4,381,729**

Note: The dollar amount is an estimate and not actual budgeted amount. The estimated hours include "Miscellaneous." The Projected Cost and Hours posted in this RFP are estimates only. They could go up or down depending on County needs.

This is the County's best estimate and does not obligate the County to order or accept more than actual requirements, as determined by actual needs or appropriated funds. The County reserves the right to adjust the required hours under this contract. The hours may be increased or decreased.

1.3 Pre-proposal Conference

A Non-mandatory pre-proposal conference will be held at 10:00 a.m. on **Thursday, January 08, 2015** at the Ventura County Special Services/ Service Complex GSA Building Training Room 800 S. Victoria Ave., Ventura, CA.

The purpose of this meeting is to clarify requirements and answer vendor questions. In

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order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. There will be a **Job Walk** of the Ventura County campus following the pre-proposal conference.

Pre-proposal questions should be faxed, e-mailed, or hand delivered no later than 12 noon Monday January 05, 2015 to: Dan Thrower Sr. Senior Buyer at Fax: (805) 654-3754 or e-mail dan.thrower@ventura.org.

1.4 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

Issue Request for Proposal (RFP)	December 15 <u>18</u> , 2014
Pre-Proposal Conference	January 08, 2015
Last Day for Questions	February 05, 2015
Proposals Due	February 12, 2015
Evaluation-award-board approval	Feb – March 2015
Start Work	April TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established.

1.5 Questions Regarding RFP

All questions concerning this Proposal may be directed to:

Dan Thrower Sr.
Senior Buyer
GSA Procurement Services

County of Ventura
Hall of Administration, Lower Plaza
800 South Victoria Ave.
Ventura, CA 93009-1080

Telephone: (805) 654-3753
Fax Number: (805) 654-3754

Last day for questions and inquiries is February 05, 2015.

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2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: **Request for Proposal #5732, for Unarmed Security Guard Service**, and must be delivered no later than 3:00 p.m. (PST) on February 12, 2015.

**County of Ventura
GSA Procurement Services
Hall of Administration - Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080**

Please submit one original, marked as "MASTER" and six (6) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offeror's are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked ("Alternate Proposal 1, Alternate Proposal 2, etc.,") Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept of the mailing list must return their proposal forms or a written response indicating "No

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Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for **90 calendar days** from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the offeror provide a detailed

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response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements herein and the needs of the County. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2 " X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and six (6) copies of your proposal. To conserve resources we ask that proposals be duplexed when possible.

a. Cover Letter/Signature on Proposal

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

b. Company Profile and Qualifications

Offeror must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office servicing any California account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned.

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- f. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- g. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- h. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- i. Proposer's Dun and Bradstreet number.
- j. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- k. Proposer's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Submit an organizational chart depicting the structure of the local servicing office with all contact information including email addresses. Also include an organizational chart showing regional support, if any.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

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e. **References**

Offeror's should provide a minimum of three (3) references from similar guard services performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Staff assigned to reference engagement that will be designated for work per this RFP;
- e. Client project manager name and telephone number.

What is your customer retention rate for the last three years? Specify as a percentage of your total business?

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information deemed necessary which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

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Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. Compensation

Complete Proposal Forms (**ATTACHMENT A & B**). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. Payment Terms

Customary terms are Net 30 days for work performed. Offerors shall indicate their proposed payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline.

It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively

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to the firm with whom the (Agency) enters into a contract because of this solicitation. The terms "Proposal/Solicitation/RFP refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Offerors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation. Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record

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of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities. Client references will be contacted and their responses will become a part of the award/review process.

2. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein

3. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors.

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Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical stand point, which the vendor can submit to the County.

DO NOT ASSUME that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms.

Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisor's must approve all contracts over \$100,000 resulting from this Request for Proposal.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

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2.18 Rejection of Proposals

The County reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Materials Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-3120.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
 1. The name, address, and telephone number of the protestor;
 2. The signature of the protestor, or protestor's authorized representative;
 3. The solicitation or contract number;
 4. A detail statement of the legal and/or factual grounds for the protest

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 Scope of Work/Specifications

The Contractor shall furnish all trained licensed labor, supervision, materials, supplies, uniforms, equipment, transportation, training, incidentals (except as specified herein as County furnished) and management necessary to provide **Unarmed Security Guard Service**, 24 hours each day, 7 days a week, 365 days a year, including holidays in accordance with this RFP and resulting contract requirements.

It will be the responsibility of Contractor, within 7 days from the awarding of the contract, to perform a physical inspection of the locations with the designated liaison. Contractor will then establish a **written set of instructions within 14 days** for Guards at each post. Instructions will be coordinated with the liaisons. These instructions will not conflict with established post orders; nor, will they conflict with any County policies or procedures.

This includes patrols, stationary guard posts, electronic systems monitoring, background screening for new vendors and County employees, coverage for computers, data collection, review of comprehensive security manuals, electronic countermeasure sweeps, rapid deployment, County employee security training, fire drill preparation and training, rapid deployment of strike or emergency personnel, risk assessments, safety consulting, traffic control (both vehicle and pedestrian), tours, escorts, building access, enforcement of parking regulations, information management, and a broad range of security management activities.

Outline administrative controls, plans and process to monitor and assure contract compliance of security services.

3.2 Term

The initial term of the contract will be for two (2) years upon award and by mutual agreement may be renewed on an annual basis for up to three (3) additional one-year periods.

Pricing must remain firm for a minimum of one year. Any requests for reasonable price adjustments must be submitted ninety (90) days prior to the contract annual anniversary date. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be

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determined by comparing the request with the Producer Price Index (PPI) or by performing a market survey.

However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefor.

Indicate acceptance or give alternate.

3.3 Acquisition/Merger

Should Contractor be acquired by or merge with another company or complete any other business transaction that results in a change to Contractor's name, uniform, purchase orders, billing, and management practices, or any of them, then Contractor shall provide on its next invoice to the County an administrative cost credit in the County's favor in the minimum amount of \$50,000.00 in recognition of the administrative costs the County incurs when such business changes are made.

In addition, Contractor shall also credit the County for any additional actual costs the County incurs determined as follows: \$100.00 per hour for the services of the GSA Security Manager for all time such services are required to attend meetings and do work on issues necessitated by and related to the above-enumerated business changes.

The vendor shall also demonstrate his ability to meet contract terms by responding to all information requests from the original RFP.

Describe your understanding of the requirements for acquisition or merger of your company with another company and what plans you will have in place to minimize the financial and service impact to the County.

3.4 Billing

The Contractor shall submit itemized monthly invoice statements in **triplicate** by the tenth of the month for preceding month. The Contractor may use its own format, as long as it provides expenditure information for each site and shift.

FOR GENERAL SERVICE AGENCY

County of Ventura
General Services Agency - Special Services
Attention Accounts Payable
800 South Victoria Avenue, L#3030

FOR HEALTH CARE AGENCY

County of Ventura
Health Care Agency
Attention: Accounts Payable
2323 Knoll Drive

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Ventura, CA 93009-3030

Ventura, CA 93003-7307

Billing for the above locations (see Section 3.23) are to be separate per location. Itemization will include, but not be limited to:

- | | |
|----------------------------|---------------------------------------|
| (1) Billable hours worked; | (5) Billable hours by classification; |
| (2) Hourly rate; | (6) Overtime if applicable; |
| (3) Total amount; | (7) Personnel paid. |
| (4) Service dates | |

County reserves right to inspect and audit Contractor's billing procedures and records. Contractor must retain all employee records, incident reports, statistical data, and any other materials relating to the County's account for a period of no less than four (4) years after end of contract. If requested, records are to be made available to County, State, or Federal agencies, or other authorized representative.

In the event there is an unresolved audit that extends beyond the four (4) year retention period, records are to be retained until the audit is resolved.

Describe the time accounting system you will utilize under this contract to provide detailed invoices per site.

Do you currently have a relationship with a financial institution that supports an electronic vendor payment service (i.e. EFT payments)?

3.5 Service Credit

If at any time Contractor fails to provide any service as agreed, Contractor shall issue a "service credit" to the County. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the County's discretion. Service Credit is to be paid in addition to any deduction for hours not worked.

Describe how quickly you can credit and re-bill invoices with errors.

3.6 Mission Statement, Vision and Values

GSA Mission Statement - The mission of the General Services Agency (GSA) is to support the diverse mission of the County government and public by providing to our customers the highest quality services and management in the areas of Procurement, Facilities, Fleet, and Parks.

GSA Vision Statement - Our vision at GSA is to be a workforce empowered and determined to create ever greater value for the customers we serve. Our competitive advantage will be evident in daily work excellence, innovative business practices, the leveraging of technology and a commitment to sustainability.

Special Services Values -

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Customers...	Our first priority is to satisfy our customers .
Integrity...	We are committed to the highest level of ethical conduct wherever we operate. We obey all laws, produce safe products, and protect the environment.
People...	We help our fellow employees improve their skills, encourage accomplishments, stimulating them to approach their jobs with passion and commitment.
Teamwork...	We build trust and countywide teamwork with open, candid communications up and down and across our organization. We share technologies, best practices, and teamwork with our suppliers and customers .
Speed...	We focus on speed for competitive advantage. We simplify processes and compress cycle times.
Innovation...	We accept change as the rule, not the exception, and drive it by encouraging creativity and striving for technical leadership.
Performance...	We encourage high expectations, set ambitious goals and meet our financial and other commitments. We strive to be the best in our area.

Please explain how your company will help us accomplish our mission while preserving our vision and values.

3.7 **Internal Security Manual of Policies and Procedures (ISMPP)**

The County Internal Security Manual of Policy and Procedures (**ISMPP**) shall be included as an integral part of the resulting contract from this RFP. The contents of the **ISMPP** shall be adhered to in its entirety. The document shall be complied with completely. No section shall be taken out of context. The **ISMPP** can be requested from **Mrs. Rosalind Harris** via e-mail Rosalind.harris@ventura.org or by phone at (805) 654-3721.

Describe how your firm will ensure that personnel assigned to this contract are knowledgeable of the ISMPP and follow County's security policies and actively participate in the promotion of good security measures.

3.8 **Account Manager**

Contractor must agree to assign two key staff positions: an experienced Account Manager and Administrative Support Clerk 8:00 AM to 5:00 P.M.

The Account Manger shall be responsible for assuring that all requirements described herein are fulfilled. This person must be a proven manager, who will be able to interact effectively with County management and line personnel.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Account Manager shall have full authority on a day-to-day basis to act for the Contractor on all matters pertaining to the performance of this contract. Furthermore, higher-level managers shall support the account manager.

The Account Manager is expected to meet with the Liaison(s) **bi-weekly (at a minimum)** with quality indicators and issue reports in order to bring to light any problems that is or may be affecting any aspect of security operation at the County.

The Account Manager shall maintain and make available all records in connection with the duties and responsibilities of the Guard and GSA procedures entailed in the **ISMPP**. Provide the Liaison with a current roster of all employees at all times

The Account Manager performs site checks at each location as determined by the Liaison but not less than once per month. Weekly visit shall be made to the Security Control Center.

The Account Manager shall furnish weekly copies of sign-in sheets, showing guard's name, assignment and number of hours worked during the period to the County Liaison(s).

It will be the responsibility of Account Manager to notify the Liaison immediately of any changes in personnel and to confirm on a monthly basis that the list provided is current.

The Account Manager shall have access to company resources, such as electronic databases and other automated systems necessary to uphold the contract. For example, if a County department requests development of a comprehensive time and action plan for a given project, the account manager should be able to generate such a plan drawing from company resources.

An office for the Account Manager and direct staff shall be established within five miles of Government Center.

Account Manager's and Administrative Support Clerks time are not billable to the County.

Note: This position is not a direct site post and does not nullify the responsibilities of the Post Commander to provide overlapping duties.

Provide the name of the person who will be responsible for administering the contract, if awarded. Include that person's title, telephone number, address and e-mail address and resume of qualifications.

Also include a list of deliverables for reporting your changes in staffing, changes in methodologies, and reporting performance.

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3.9 County Security Liaisons (Representative In Charge)

It will be the responsibility of the designated Liaisons to monitor the security contract to insure proper performance by Contractor. The name and telephone number of the designated County Liaisons and alternates will be provided to Contractor upon award of the contract.

A copy of all written directives provided by Contractor to the Security Control Center at the Ventura County Government Center, Ventura County Medical Center, must also be provided to the liaisons. The content shall be accurate, free of opinions, grammatical errors, and shall be submitted in a timely manner.

All communication between County and Contractor will be directed through the Liaisons or other designated officials.

Contractor will obtain from the designated Liaisons written authorization for all Guard personnel at least 24 hours before they are initially assigned to any County location.

Explain the steps and or process you will put in place to make sure these requirements are met and maintained throughout the terms of the awarded contract.

3.10 24-Hour Communication Plan

A 24-hour communications center shall be maintained with properly staffed operations and equipment for its pagers, radios, cellular phones, chargers, and other communications.

Contractor will be provided with a list of County employees, including the liaison, to be called in the event of an emergency. Contractor will provide to the Liaisons:

A list of emergency numbers, which will include, but not be limited to:

- A 24-hour business telephone number.
- Off-site Supervisor's home telephone number.
- On-Site Supervisor's home telephone number.
- Guard service business number for an area Field Supervisor.
- An employee recall system with the capability of contacting and recalling a minimum of one off duty guard force personnel. Includes a roster entailing name, position, pager number, cell phone number, and county number assigned if applicable.

Provide a complete description of your communications procedures with contractor's staff and County's representatives. Describe equipment used for this purpose.

Identify method or procedure to be used to ensure compliance and provide evidence of a 24/7/365 communication plan for an effective

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

partnership with County, including the reporting structure and personnel contact information at each level.

3.11 Emergency Guard Service

Contractor will be provided with a list of County employees, including the liaison, to be called in the event of an emergency.

Contractor will provide to the Liaisons a list of **emergency numbers**, which will include, but not be limited to

- A 24-hour business telephone number.
- Off-site Supervisor's home telephone number.
- On-Site Supervisor's home telephone number.
- Guard service business number for an area Field Supervisor.

Although Guards are not considered as first responders, they will assist in fire-fighting duties when fires occur within a facility as well as providing pedestrian and vehicular traffic control, as necessary.

In emergency situations, Contractor must be capable of providing additional officers to back-up assigned officers within a period not exceeding two (2) hours of receiving notification from the County.

Contractor will furnish to the County individual emergency response call, pagers (or cell phones) and two- way mobile/hand held radios. **AT&T cellular and Direct Connect** phones will be provided for sites where distance and terrain hinders radio communication via county designated radio frequency. Texting service is required.

Describe contractor's emergency response procedures. Show evidence of emergency response capabilities in examples where the client is in control of operations.

3.12 Deliverables/Reports

The County deems consistent and thorough written communication an important output of this contracted security services.

A schedule of staff assigned to posts for the week shall be provided to the liaison no later than Friday of the preceding week.

Guards must prepare daily officer activity logs, incident reports, crime reports, status reports (including traffic reports, graffiti etc..) that require data collection and officer time sheets and other special reports. All written materials from the security guard (logs, reports, etc..) must be clear, complete and useable.

Detailed Incident reports provided by on-duty Guards on **all** accidents, damage from fire, water, earthquakes, bomb threats, acts of violence, major vandalism or major theft, **unusual incidents**, and unlawful acts must convey complete information.

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A **detailed** report of such incidents will be provided to the designated liaison as soon as reasonably possible after the site has been secured but not later than the end of shift. The liaison must receive a copy of every report filed by the guards. The content shall be accurate, free of opinions, grammatical errors, and shall be submitted in a timely manner.

Supervisors shall complete and submit a detailed supervisor's report of inspection in accordance with Paragraph 3.20 Duties of this Scope of work. All report forms shall be provided by the Contractor at their expense. A sample of each form described herein and elsewhere in this Scope of Work must be submitted with the proposal.

Reports shall be entered into the CESI, Report Pro incident document management software. See the **ISMPP** for additional details.

Describe how report cards are used internally with employees, and externally used with clients.

Demonstrate your firm's understanding and coherent approach to reporting Daily Activity Report (DAR) incidents, occurrences disturbances, breaches in security or safety and unscheduled alarms, including a wide variety of nonstandard, unusual or crisis situations.

3.13 Daily Activity Report (DAR)

One security guard on each shift at each County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift.

All regular patrols and calls for service will be logged and initialed in the Daily Activity Report (DAR) located at the individual posts. Such incidents will be reported in writing to the designated liaison. Unusual incidents and occurrences will include requests for service not covered by post orders or procedures, disturbances, breaches in security or safety and unscheduled alarms. Such reports will include: date and time, a description of the incident, actions taken, the name of reporting Guard, witness, parties involved, etc.

A copy of such report shall be delivered to the GSA liaison daily.

Indicate compliance or give alternate.

3.14 Visitor Log

The Guards at all applicable County sites will maintain employee-visitor registers during non-working hours. The register entries will include the following:

(1) Name of visitor or employee; (2) Badge number or Drivers' License number; (3) Affiliated agency name; (4) Time in; (5) Time out; and (6) Guard initials.

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Any person found in County facilities during nonworking hours who has not been properly registered must be stopped, identified, questioned, logged and reported to the liaison. Logs, registers, citations and incident reports will be submitted to the liaison at the beginning of the next regular working day.

Indicate compliance or give alternate.

3.15 Contract Monitoring/Inspection

The County Liaison(s) will be responsible for monitoring the contract to ensure that Contractor meet high professional standards, project a professional and alert demeanor and respond effectively to security-related concerns.

The Post Commander shall have the authority to accept inspection reports, and all other correspondence on behalf of the Contractor. Inspection by Contractor will be provided in the following manner:

At least one complete on-site inspection of all posts by a Contractor supervisor must be provided once per week for each shift and a written report will be furnished to the liaison. The liaison reserves the right to accompany the off-site supervisor.

At the Government Center site, where 24 hour service is required, an on-site working supervisor, at the Lieutenant classification (or above) must be provided 24 hours per day, seven (7) days per week.

It will be the responsibility of Contractor to insure that these inspections are logged and confirmed on the Daily Activity Report entries at all locations.

Describe your firms understanding of the Post Commander's responsibilities of the day to day operation and reporting requirements of this position.

3.16 Performance

Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract with or without cause. If a person is removed from a County facility at the request of the County, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

Indicate compliance or give alternate.

3.17 Performance Evaluation Meetings

Contractor's representative will meet with the liaison as often as necessary at the discretion of the liaison, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by Contractor's representative, will be signed by the Liaisons.

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Describe the turnaround time it will take to provide liaisons with a copy of minutes from monthly meetings. Provide a sample copy of the minutes.

3.18 Key Performance Indicators, (KPI)

KPI's and Benchmarks shall also be provided. Data must be compatible to the Crystal Xcelsius software application. They will be approved by the County of Ventura Contract Liaison at the onset of the contract and updated monthly. The annual trend shall be reviewed during the annual review meeting. KPI's can be modified at the discretion of the County of Ventura.

KPI's shall be submitted as part of this Request for Proposal.

What performance metrics, quality standards, and quality assurance measures does the Contractor have in place to monitor service?

3.19 Process Improvement

Contractor shall continuously seek methods of improving security related processes. Quantify and document them for posting on the County's teaming site. All key management and Post Commander shall receive a Lean Six Sigma Green Belt Certification within 90 days of contract award.

Discuss your company's process improvement philosophy and program. Include any special considerations which may be envisioned.

3.20 Energy Conservation

Contractor shall continuously seek methods of reducing energy consumption on the County of Ventura premises and report all opportunities to the Contract Liaison.

Indicate acceptance or give alternate

3.21 Recycling

Every vendor employee shall recycle waste generated while on County premises to the fullest extent possible. Recycling materials not brought onto the premises by security contractor staff shall not be removed from County receptacles, offices or grounds by the security vendor or staff.

Indicate acceptance or give alternate

3.22 Customer Service

Customer service is a critical component of County business. Security is an integral part of accomplishing this objective. Therefore, the primary responsibility of each officer, supervisor, and account manager will be to provide quality customer service.

Describe your understanding of County's Customer Service expectations and provide measurable guidelines to assess customer satisfaction, training

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**and service standards to achieve those goals.****3.23 Guard Service- Locations**

County Guard services shall consist of the current guard posts for the **General Services Agency** and **the Health Care Agency** as shown below. These sites are non-union.

Location of Guard Services:

- FOR GENERAL SERVICE AGENCY**

1. BASIC SERVICES				
Location	Ventura County			
	Post Hours	#of Guards	Hours	Days/Week
Administration				
Post Commander	Mon-Fri	1	8	5
Admin LT	Mon-Fri	1	8	5
Control Room				
Senior Watch Commander	Mon-Fri	1	8	5
Watch Commander	Mon-Fri	1	16	5
Watch Commander	Sat-Sun	1	24	5
Sergeant	Continuous	1	24	7
Sergeant	Mon-Fri	1	8	5
Hall of Administration				
Security Officer	Continuous	1	16	7
Hall of Justice				
Security Officer	Continuous	1	24	7
Gonzales Road				
Security Officer	Mon-Fri	1	10	5
Williams Drive				
Security Officer	Mon-Fri	1	13	5
2.				
Location	Post Hours	# of Guards	Hours	Days/Week
Telephone Road Bldg				
Security Officer	Mon-Fri	2	4.5	5
Sergeant	Mon-Fri	2	8	5
Vanguard Bldg				
Security Officer	Mon-Fri	2	4	5
Sergeant	Mon-Fri	2	8	5
ECCH				
Security Officer	Mon-Fri	1	6	2
Ventura County Square				
Security Officer	Mon-Fri	1	3	5
Sergeant	Mon-Fri	1	8	5
Service Bldg				
Staff Sergeant II	Mon-Fri	1	8.5	5

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3. BUILDING & PATROL ROVERS				
Security Officer – Foot Patrol #4	Continuous	1	24	7
Security Officer – Mobil Patrol #2	Mon-Fri	1	14	5
Security Officer – Mobil Patrol #2	Sat-Sun	1	24	2
Security Officer – Mobil Patrol #7	Mon-Fri	1	16	5
Security Officer – Mobil Patrol #7	Sat-Sun	1	24	2
Staff Sergeant – Traffic	Mon-Fri	1	8	5
4. ADDITIONAL SERVICES				
HSA Santa Paula				
Security Officer	Mon-Fri	1	11	5
HSA Ventura				
Security Officer	Sat	1	6	1
HSA Oxnard				
Security Officer	Mon-Fri	1	4	5
HSA Simi Valley				
Security Officer	Mon-Wed Fri	1	10	5
Juvenile Courthouse				
Security Officer	Mon-Fri	1	8.5	5
2nd Floor Rover	Mon-Fri	1	6.5	5
HCA Thille St.				
Security Officer	Mon-Thur	1	2.5	4
HSA Enchanted Way				
Security Officer	Mon-Fri	1	9	5
HCA Gonzales				
Security Officer	Mon-Thur	1	2	4
Other locations as necessary				
5. FULL ENTRY SCREENING SERVICES				
HOJ				
FES Manager	Mon -Fri	1	11	5
Sergeant	Mon - Fri	2	8	5
Sergeant	Mon -Fri	4	10	5
ECCH				
Watch Commander	Mon-Fri	1	12	5
Sergeant	Mon -Fri	1	8	5
JJC				
Watch Commander	Mon -Fri	1	8.5	5
Sergeant	Mon - Fri	1	9.5	5
6. MISCELLANEOUS				
Temporary Post				
Construction(Swing & Graveyard)			5500	
Elections (Swing & Graveyard)			216	

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Elections (Supervisor)			216	
Budget Hearings			40	
Weddings			208	
Mock Trials (Including Screening)			450	
Grand Jury Escorts			576	
Threat Coverage			1304	
FES Peak Hours Coverage			340	

- FOR HEALTH CARE AGENCY**

1. BASIC SERVICES				
Location	Ventura County			
	Post Hours	#of Guards	Hours	Days/Week
HCA Campus				
Post Commander	Mon-Fri	1	8	5
Interior Patrol				
Elite Guard	Continuous	1	24	7
Camera Surveillance				
Security Officer	Continuous	1	24	7
Main Entrance-Front Reception				
Security Officer	Continuous	1	24	7
VMC Patient Watch				
Security Officer	Sun-Sat	1	24	2
2. Additional Services				
PUB Knoll Drive	Mon-Fri	1	4	5
Santa Paula Hospital	Continuous	1	24	7
Oxnard Behavioral Health	Mon-Fri	1	3	5
Mental Health Clinic	Mon-Fri	1	4	5
Magnolia Clinic	Mon-Fri	1	8.6	5
North Oxnard HealthCare	Mon-Fri	1	8	5
Santa Clara Clinic	Mon-Fri	2	16	5
WIC Thousand Oaks	Mon-Fri	1	8	5

NOTE: These locations comprise the County's best estimate of current requirements. However it is possible that during the life of the contract the physical location may change the concept, location, and size of the guard force.

The County reserves the right to change the physical location, modify the size of the guard force, and operational hours at its sole discretion with appropriate increase and/or decrease of cost with a 24 hour notice to the Contractor.

Describe how your firm will ensure continuity of Security Officers assigned to work at each of the County locations.

3.24 Post Orders (Duties) and Operating Procedures

Prior to staffing an account, Contractor shall provide the following at no additional expense to the County:

- Contractor shall review the security guard post orders, operating

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procedures, and performance of security guards with each facility location supervisor on a quarterly basis (sooner if required by the facility location supervisor).

- Post orders and operating procedures shall be updated as necessary to ensure an optimum level of service and documentation of post orders and procedures. Any revisions shall also be clearly conveyed to assigned personnel, and they shall each receive a revised written copy.
- These post orders and operating procedures shall be completed within thirty (30) days following the contract start date.
- Hold an orientation/training meeting with assigned personnel, at which time they shall be given a written copy; and;
- The **facility location supervisor and purchasing agent** shall also receive a revised written copy. In the event of a conflict the contract shall take precedence.

Describe all aspects of your firms approach to develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Include sample Post Orders or Standard Operating Procedures.

3.25 Supplemental Instructions

It will be the responsibility of Contractor, within 7 days from the awarding of the contract, to perform a physical inspection of the locations above with the designated liaison. Contractor will then establish a **written set of instructions within 14 days** for Guards at each post. Instructions will be coordinated with the liaisons. **After review of each post and standard requirements for that post the contractor will create general instructions for guards to follow in manning each post.**

This document must be comprehensive and clear both to the County and the security guards. This includes patrols, stationary guard posts, electronic systems monitoring, background screening for new vendors and County employees, coverage for computers, data collection, review of comprehensive security manuals, electronic countermeasure sweeps, rapid deployment, County employee security training, fire drill preparation and training, rapid deployment of emergency personnel, risk assessments, safety consulting, traffic control (both vehicle and pedestrian), tours, escorts, building access, enforcement of parking regulations, information management, and a broad range of security management activities.

Instructions will be coordinated with the liaisons. These instructions will not conflict with established post orders; nor, will they conflict with any County policies or procedures.

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Explain what measures and process your firm will utilized to implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all security guard services requirements at each facility.

3.26 Daily Security Objectives

All assigned personnel shall perform according to the specific objectives as a part of their daily duties within the areas of:

- i. General building security
- ii. Social function security
- iii. Individual location requirements

The following activities are the minimum work and services that Guards will perform:

Understand County's press policy: Contractor will be made familiar with the County's press policies at orientation meetings.

Full Entrance Screening Post:

Guards shall be properly trained in the use and operation of walk through metal detectors and x-ray machines. Prior to any assignment. **Proof of training must be submitted to the County liaison.**

Bilingual Post: (Spanish/English) Guards posted at the Hall of Administration and Hall of Justice Kiosks/Government Center Site, Telephone Road, Vanguard Building, and all kiosk function locations, during business hours must be bilingual with an increase of \$0.50 per hour. **(At least one at all times at Ventura Medical Center).**

Roving Patrol Posts: Make patrols in accordance with routes and schedules of an assignment area on foot or in a vehicle, as required. Observe authorized and unauthorized activity. Document results of the patrol assignment

Fixed Post: Provide service at a fixed security post at a County facility or at a designated County job site.

Monitoring Computerized Posts: Use of computers for access control of employees and Contractors during security hours. Guards may be required to monitor posts that are computerized and linked to a Security Control Center. This service may be performed at any County facility served by this contract.

Communication: Required to use **POC** phone/two-way radio communication in an efficient, professional manner, in accordance with applicable regulations at all sites.

Control Issuance and Storage of Keys: Receive, issue, and account for keys to the buildings, various offices, guards, gates, etc. **(except at HCA).**

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Mail and Messages: When so authorized by liaison, receive, safely keep, and turn over to appropriate person, official mail, messages, telegrams and telephone calls. Locations include both County and Non County premises. Circumstances include delivery of termination notices to employee's residences, confidential material to County executive, priority deliveries and etc.

Lost and Found: Receive, receipt for, and safely store lost and found articles pending return to owner or for other appropriate disposal in accordance with GSA policy.

Service Building Guard: Perform receptionist/information duties. Observe and report **ALL** incidents. Regulate access to the Service Building. Process room reservation requests daily. Process and create County ID badges. Handle the sale of County badge supplies and accessories. Process and distribute County parking permits.

Security: Monitor and operate building intrusion detection systems and other protection devices or building equipment.

Temporary Post: Provide escort services for County employees and County contractors between County office space and parking garages. As directed by the General Orders or Special Orders, escort visitors, vendors or deliverers within the security perimeter. The guards are to remain with the escorted individual unless otherwise directed by the contract liaison.

Additional guards must be provided at the contract rate when 24 hours notification is given. If less than 24 hours is given, time and ½ the standard operating pay rate will be paid by the county for additional guards posted.

Building Rules and Regulations: Observe building occupants and visitors for non-compliance with posted rules and regulations and report all incidents.

Report Hazardous Conditions: Personnel will report daily, or as the circumstances warrant, potentially hazardous conditions and items in need of repair, including, but not limiting to, inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, to liaison or the appropriate County supervisor in charge of the facility operations.

Authorized Access: Monitor all incoming and outgoing pedestrian and vehicular traffic and transmittal of property to ensure authorized activity and challenge and report attempted unauthorized situations.

Traffic Control: Serve, as required, in traffic direction and control and monitor admittances to parking areas.

Injury or Illness: Obtain professional assistance in accordance with local procedures in the event of injury or illness to County employees or others while in buildings or on the premises and administer first aid and CPR, if

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required.

Flying the United States Flag: The United States Flag (and other flags as authorized by County) shall be flown in accordance with **Flag Rules and Regulations under Executive Order 10834.**

Civil Disturbances: Perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the County, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the County.

Additional Duties: Include, but are not limited to: turning off unnecessary lights; checking safes, lock-type repositories, bike locker management, and cabinets; closing windows; opening and securing doors and gates, etc.

Hours Worked: Guards shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty, except for bona-fide emergency, or absence of another security guard originally scheduled. The Contractor shall not circumvent this requirement by having an employed security guard who worked a shift at another contracted location immediately preceding the scheduled or actual shift at any County facility.

Provide proof and quantity and quality of available California licensed, certified, professional, Security Officers who are able to perform their assigned duties with detailed instruction and responsibilities.

3.27 Background Check

All of Contractor's employees assigned to this contract will be required to have a background security investigation prior to receiving written authorization from the County Liaison(s). All costs for background checks are to be borne by the Contractor.

Continuous Live Scan vetting shall be provided. Negative information shall be provided to the County immediately.

Every 6 months a background check shall be conducted and provided to the County liaisons. This investigation will include, but not be limited, to Department of Justice, civil, report DMV, residential and local law enforcement agencies for a minimum history of ten (10) years. This report shall be prepared by a third party vendor (Note: only required as part of the guard's initial investigation).

Note: The initial investigation is more extensive than the recurring six month investigation. The intended purpose of continuous live scans is to provide County up to date information ASAP when a guard has conducted an unlawful act. You are required to comply with both conditions.

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Specifics also included but not limited to:

- Conduct investigations into potential criminal histories of its personnel.
- Interview former employers for the last 10 years to verify the applicant's work record.
- Require a notarized explanation of any gap of 30 days in an applicant's work record.
- Conduct a Motor Vehicle Report search for every applicant to ensure a safe driving record.
- Interview all neighborhood references to establish stability and character.
- Obtain a statement of medical history and, in total compliance with the Americans with Disabilities Act, screen for illnesses or medical conditions that could impair job performance.
- Require financial references to ensure that the applicant is not in financial difficulty.

Note: The County expects the vendor to have methods of proof without County input. Vendor should include their position within their proposal. The County will accept a credit report from a licensed service provider such as (TRW, Equifax), statements from lenders, etc.

- Give new employees a psychological inventory, such as the Minnesota Multi-Phasic Inventory – 2 TM, to facilitate placement. This test should be evaluated and validated by fully licensed and qualified psychological professionals.
- Verify all education references, including high school, college, or trade schools.

Describe the methods used for applicant background screening and how background checks are conducted. Include your policy and procedures to ensure every 6 months a background check shall be conducted and provided to the County liaisons

Provide Certification that show all personnel have successfully passed a background security investigation check and continuous live scan.

3.28 Drug Testing

All positions, which may be filled from this contract have been identified as Testing Designated Positions under the Drug-Free Workplace Program. Applicants shall be tested for illegal drug use. The vendor should require a full 10 panel drug screen, and tests should be conducted only in labs accredited and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). All positive results should be further

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verified by gas chromatography/mass spectrometry (GC/MS), the most reliable and acceptable confirmation method.

Contractor must provide proof that all guards have submitted to urinalysis screening for (at a minimum) the following illegal drug use prior to assignment to County sites.

- Amphetamines (Speed, Uppers, Meth.)
- Barbiturates (Barbs, Downers)
- Benzodiazepines (Tranquilizers, Valium)
- Cannabinoids (T.H.C., Pot, Marijuana)
- Cocaine (Crack, Snow)
- Methaqualone (Quaaludes, Ludes)
- Opiates (Heroin, Smack, Morphine)
- Phencyclidine (PCP)

Satisfactory completion of the drug test is a condition of placement and/or employment in the position. The date of the urinalysis should be within sixty days of initial assignment of the officer within the County. The County may request copies of these tests at any time.

Describe your drug testing policies and procedures and how they line up with County requirements.

3.29 GSA Guards Qualifications

To be eligible to perform under the contract, each Contractor employee shall meet the following: citizenship, education, experience, first aid training, health, and security. For daytime Kiosk positions no prior experience is required. (**Note:** These requirements are not required to be submitted as part of the Contractor's proposal, however, proof of these requirements will be required at contract award):

All employees must be, a United States citizen.

Personnel/Security Clearance

Guards assigned to County sites will be regularly licensed (see Section 3.0 Paragraph 3.65) prior to being allowed to fill any post.

Upon award of the contract, Contractor will immediately provide to the designated Liaison(s) a list of prospective Guards and Supervisors to be assigned to each County location. That list will include at a minimum all of the following information on each prospective employee:

- Full legal name, and any aliases
- Date of Birth
- Valid California Driver's License Number
- Social Security Number
- Current address (residence)

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- Current telephone number (residence)
- Physical description
- One current color photograph (at least 2" x 3" full face front, head and shoulders only)
- Copy of the permanent (*not temporary*) individual State Guard License for each prospective Guard
- Copy of CPR/First Aid Training Card (Required to obtain if not already in possession, within 30 days)
- Copy of Complete Background Check.

Contractor will provide the same information for each of the prospective employees to be assigned to each County site during the term of the contract.

Education/Experience

The Contractor shall be responsible for ensuring that all contract guard employees utilized under the contract possess a high school diploma or equivalency and have two (2) years of experience demonstrating:

- Security guards will have experience commensurate with type of duty to be performed and will be literate in the English language,
- Ability to read, understand, explain, interpret, and apply rules, detailed written orders, instructions, regulations, directives, procedures, and training materials;
- The ability to construct and write clear, concise, accurate detailed reports which convey complete detailed information of events pertaining to his shift.
- Ability to accept and respond to verbal and written instructions and directions
- The ability to use a personal computer and utilize various software programs. that enables online reports (including incident reports and activity reports) and appropriate security metrics to be easily accessed.

Note: Any type of honorable military service may be credited toward meeting the requirements listed above.

Describe how recruitment and evaluation of potential security officers is accomplished.

3.30 HCA Guard Qualifications

Additional requirements for Health Care Agency Guards:

Guards must be:

- Customer Service oriented
- Tested per OSCHA requirements for the following:
 - Tuberculosis

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- Hepatitis B
- Chicken Pox
- Rubella

The shots listed above, and any other shots required to work at HCA to be provided to the Officers assigned to HCA at Contractor's cost.

Note: These shots are part of the guard qualification to work at HCA facilities.

Guards will not be:

- Allowed to smoke on the Health Care Agency campus. The smell of smoke on or about Contractor's personnel may be offensive to patients.
- Physical Qualifications

All Guards must be able to pass physical agility test and must be able to carry 20lbs up four flights of stairs. They will be well proportioned in height and weight, and in good general health. They must be free from any communicable disease. Specific vision and hearing requirements are listed below.

Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and annually thereafter or more frequently as determined by the Contractor's examining physician

Examinations shall be kept current. No more than one year should expire between examinations. This does not exclude the contractual requirements that every employee assigned to a post or position must maintain contract standards at all times.

The County may request physical readiness testing of a contract employee at any time. An interim physical examination may be requested when the County has reason to believe the employee cannot meet contract standards.

Tests and examinations will be at no cost to the County of Ventura. The following physical requirements apply for all guard force personnel:

- Mental Qualifications

Guards must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action under emergency situations.

- Vision

Each employee must be tested by a state certified medical

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technician or an ophthalmologist prior to employment. Certification of the testing must be provided in writing to the Contract Liaison for each employee.

Distant visual acuity in each eye shall be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye.

The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying.

Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met.

On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

The use of corrective eyeglasses (safety glass type) or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

- Hearing

Each employee must be tested by a state certified medical technician or audiologist prior to employment. Certification of the testing must be provided in writing to the County Liaison(s) for each employee.

Individuals who have a hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1,000 Hz, and 2,000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Pur-tone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement. And does not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

- Diseases

Individuals who have an established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the

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individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard service duties.

- Addiction

Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard service duties.

- Alcoholic Beverages

Security Guards shall not consume any alcoholic beverages up to eight (8) hours prior to a scheduled shift. No alcoholic beverages shall be consumed during a shift either on, or off site.

At **all County** sites any smell of alcohol on breath is cause for immediate dismissal.

- Other Physical Requirements

An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard service duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

In addition to the above requirements, guards must have the ability to demonstrate psychological stability under a variety of conditions.

2. Psychological Testing

Each employee shall be tested for Psychological compatibility with the expectations of this contract. Testing shall be either The Minnesota Multiphasic Personality Inventory (MMPI) or a reasonable substitute as approved by the County of Ventura Liaison or Security Manager.

If a guard has been tested (i.e. Minnesota Psychological Test) they will not need to be retested if **contractor can provide acceptable proof of the test results and they are current.**

Please furnish your method of illustrating appropriately administered testing consistent with national standards for guards for physical agility and psychological testing.

3.31 Disqualification of Guard Personnel

Security guards must not have arrest or conviction record of any offense

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other than minor traffic violations. Conviction of a crime involving moral turpitude will be reason for disqualification as to initial employment and further subsequent employment by Contractor in any work performed under this Contract. The arrest and/or conviction of any crime may be cause for either reassignment or denial of further employment of Contractor's employees upon request of the County.

Indicate compliance or give alternate.

3.32 Conduct of Employees

Employees of the Contractor, while performing work under this contract, will not allow:

- Unauthorized personnel to accompany contract employees at job site (i.e. relatives, friends, guests and children). The County is not responsible for acts committed as a result of this contract infraction. A fine in the amount of \$5,000 plus damages shall be assessed.
- Disturb or remove any article from desks. Remove any County property or personal property, equipment, monies, forms, or any other item from their place. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- Open any desk, file cabinet, storage cabinet or refrigerator. Use any County telephone except a telephone designated by the building management for the purpose of business under this contract.
- Turn on or off or use any equipment other than Contractor's equipment or equipment designated by the County for vendor use.
- Take photographs of the building or its content except as directed by the County
- Gamble. Smoke. Play amplified sound equipment. Engage in horseplay or loud boisterous behavior, long conversations with County staff, visitors, or other individuals.
- Engage in any activity, which is not in, the best interest of County or is otherwise detrimental to the performance of this contract.
- Be under the influence of alcohol or drugs. If an employee arrives to the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a contract supervisor is contacted for the purpose of escorting the employee away from the building safely.
- Consume any food or beverage, other than that brought with the employee and only in areas designated by the building management for regular breaks.

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- Will not leave on lights or assigned equipment when not in use in support of the Energy Management Program.
- The County reserves the right to remove any employee from the premise and the contract without any notice or explanation.

Describe procedure your firm will use to ensure compliance with all of above requirements.

3.33 Identification

Guards are required to carry a County identification badge, which is clearly visible on their person when on duty. Badges are obtained through County Special Services. Any expense incurred for badges, throughout the term of the contract, will be borne by Contractor. The current cost for badges is \$30.00 each.

Contractor's employees and agents are not authorized at any time to allow any individuals (employees and non-employees included) onto, or facilitate access into any County premises without approval from the Contract Administrator. In addition, to all other indemnification conditions of this contract, Contractor shall indemnify and hold the County harmless from any all claims for damages resulting from or proximately caused by Contractor's failure to cause compliance with this provision.

Indicate compliance or give alternate.

FOR GENERAL SERVICES AGENCY

3.34 Qualifications and Requirements

A. Post Commander

Supervisors shall have a minimum of five (5) years, experience in Security Management, know and understand the operational aspect of the security business, be an appropriate role model, and have an ability to teach, guide and direct effectively. Supervisors shall employ measurable performance criteria in their evaluation of employees.

- Duties and Responsibilities:

Supervision of assigned personnel shall be provided on a daily basis, 24 hours per day seven (7) days a week. Supervisors shall be available to the County facility site supervisors. Supervisors shall conduct on-site inspections of assigned personnel by at least twice per week. (See Section II D of the **ISMPP** for detailed position descriptions)

Visit County sites as outlined in Paragraph 3.19 and provide a detailed supervisor's report of the inspection to the appropriate client contact within twenty-four hours of the visit.

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Review and maintain all security records/reports to assure accuracy and completeness.

Provide special training at the request of the designated site contact person in order to address specific client concerns regarding deficiencies in guard training or performance.

Supervisors shall complete and submit a detailed supervisor's report of inspection in accordance with Paragraph 3.11 Duties of this Scope of work.

Explain clearly how your firm's supervisors will monitor and control the quality of security services.

Describe response time of supervisors to County customers, and what is the escalation path and levels.

B. Administrative Lieutenant

- Duties and Responsibilities: (See Section II D of the **ISMPP** for detailed position descriptions)

Note: Post Commander and Administrative LT shall remain on County property only during assigned work schedule shift, unless otherwise approved by County Liaison.

C. Senior Watch Commander Control Room

1. Duties and Responsibilities: (See Section II D of the **ISMPP** for detailed position descriptions)
2. Qualifications and Requirements
 - Four college equivalent units in technical writing, English, or journalism
 - Four college equivalent units in criminal justice, loss prevention or case law
3. Security Control Center Surveillance/Electronic Devices

The Senior Watch Commander should have a minimum of two (2) to five (5) years background in electronic surveillance, intrusion and fire detection devices. Be able to maintain and operate closed circuit television systems (CCTV).

Instruct the current and new employees in the interpretation of signals transmitted by existing devices and those installed anytime during the term of the resulting contract. The control room shall be operated in compliance with the Standard Operating Procedures. Security Control Center Guard's cannot perform video surveillance monitoring for more than four (4) continuous hours per 8 hour shift within the Security Control Center.

Describe your specific approaches to various closed circuit television

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system, computer controlled access system, and vehicle barrier systems.

Identify employee(s) with CCTV experience.

D. FES Manager

FES Manger Duties and Responsibilities: (See Section II D of the **ISMPP** for detailed position descriptions)

The Full Entry Screening Manager will be responsible for the overall management of all county weapons screening stations. This includes, The Full Entry Screening County of Ventura Government Center and Satellite Facilities.

E. Full Entrance Screening Post (FES) Operators

Operate and enforce a system of personnel identification. Duties include, but are not limited to, monitoring and handling security equipment such as X-Ray machines, walk through metal detectors, and hand held metal detectors; conducting physical searches of persons when necessary; confiscating any weapons or contraband from parties when necessary; perform package inspection when directed to do so by the Liaison.

Note: The contractor will not be required to provide x-ray scanners and monitoring stations and therefore not billable.

Patrolling the interior halls and public access areas of the buildings to ensure the safety and security of the buildings and occupants; responding to security incidents in the public areas of the Court location (public areas include but are not limited to hallways, bathrooms, shared use areas and grounds immediately outside the Court location), communication with the Court's bailiff and local law enforcement; and responding to any request from court staff and/or law enforcement personnel for assistance within any area of the Court locations.

Describe your specific approaches, through training or previous experience, for proper monitoring of the personnel metal detectors, and the parcel x-ray scanners.

F. Traffic Rover (0800-1600 Monday through Friday)

Duties and Responsibilities: (See Section II D of the **ISMPP** for detailed position descriptions)

FOR HEALTH CARE AGENCY

Prior to assignment at Health Care Agency, personnel must have specific training in:

- Emergency First Aid and/or CPR Training
- Patrol and Post Procedures/Techniques

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- Fire Prevention, Control and Response
- Blood Borne Pathogens
- Report Preparation, Writing and Utilization
- Personnel provided shall be trained in non-crisis intervention or equivalent training.

A. Watch Commander

Responsible for:

- Direct supervision of Contractor's officers and supervisors furnished to county pursuant to this RFP. The Watch Commander will be available at reasonable times to consult with County or its designated representative regarding the services rendered or to be rendered;
- Resolve billing disputes;
- Developing a set of written post orders for guards at each facility;
- Coordinating and working closely with County personnel and staff in day-to-day operations (i.e., safety issues, potential improvements, efficiency measures, etc.,) reviews guards' performance reports;
- Reviews all incident reports; monitors and records all changes in security;
- At Medical Center: Working with designated **HCA** staff at each facility to maintain and update post orders.

B. Guards

Assigned responsibilities at all of the sites same as listed in (Section 3.22 Daily Security Objectives)

Indicate compliance or give alternate.

3.35 Change in Service

Should there be a change in County's requirement for security guard service, Contractor will adjust the number of personnel when required. County will give Contractor at least twenty-four (24) hours written or verbal notice whenever there is to be an increase or decrease in personnel. Any change in personnel will not affect the quoted man-hour rate to be paid for the service provided.

Provide information on resources available to your firm, which indicates that you have access to the staff to meet our short- and long-term contingency requirements.

3.36 Excessive Turnover

Excessive turnover of guards will not be tolerated and may be cause for termination of the contract. Turnover of assigned personnel at any County department shall not exceed one hundred percent (100%) in 30 to 90 days.

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Contractor shall provide a list of all personnel assigned at the start of the contract, and shall provide semi-annually, an updated list specifically identifying the personnel that have been added and personnel that have been removed from each County site.

Provide your firm's average turnover rate in percentage in the guard category for the past two years.

Describe your firm's program or methodology for minimizing employee turnover and initiatives designed to promote employee retention.

3.37 County-Provided Training

All guards will be thoroughly familiar with the purpose of the County, the mission of GSA, GSA Special Services, and HCA Security; on all County on-site computer systems, programmatic systems including Microsoft applications, CESI and the intranet. **The training varies, but typically does not exceed 40 hours/year. It is not billable.**

On-Site Orientation:

Supervisory personnel shall attend County-provided orientation training prior to beginning work under the contract. Any further need of the County's assistance will be on a Time and Material basis. Orientation training will consist of, but not be limited to, the following areas:

1. CESI and Report System.
2. General information and special orders for the facilities to be protected under the contract.
3. Operational procedures for security systems on the protected premises, and operational procedures for AC and CCTV systems, AS&E X-ray equipment, and other security systems specific to the contract locations for related positions.
4. Guards will be fully trained in proper procedure for locking and unlocking doors, turning on and off lighting, controlling access and egress of personnel to and from facilities and the enforcement of parking regulations at County locations, including the issuance of parking citations and properly maintaining a log of activities.
5. Guards shall receive instructions on minor sewage and vehicular fluid spill containment.
6. Guards will be fully trained and completely familiar with current general regulations pertaining to location security and all special post instructions, (including emergency evacuation procedures) all security, fire, life alarm monitoring equipment and safety systems on the sites. Two-way radio systems, public address systems, lighting control systems, electric or gasoline powered security vehicles.

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This training will include simulation training on the Government Center fire systems every 90 to 120 days (this one-hour re-certification training will be paid for by Contractor).

Provide your detailed plan for scheduling new hire and annual re-certification training program of all staff for County provided training.

3.38 Training Requirements

Contractor will, at Contractor's expense, have all guards complete an established contractor-training program. Certification of satisfactory completion of training is required before guards assume duties under the contract. A copy must be provided to liaisons.

Such training must include provisions for a minimum of eight (8) hours pre-assignment training by the Contractor. The training must also provide for a minimum four (4) hours on-the-job training program and review of security procedures at County with a review/follow-up within 30 days (at no cost to the County).

All guards will meet State of California Bureau of Security and Investigative Services (BSIC) training requirements and the County of Ventura ISMPP. **It is up to the Contractor to review the ISMPP manual and determine what is needed to train the employees based upon their existing knowledge.**

Cost to meet the State of California BSIC and the County of Ventura ISMPP training requirements is the Contractor's responsibility.

First Aid/AED/CPR training and certification must be completed prior to any contract guard employee working on this contract. Other training as listed must be completed within 30 days of assignment of guards to duty posts or personnel to Supervisory positions.

- Guards will be thoroughly trained in telephone etiquette, proper conduct on the job and dealing with the public in a courteous and proper manner.
- Such training will include, but not be limited to, various levels (i.e. basic, intermediate, advanced, etc.,) of customer service training dependent on the level of service required.
- Previous successful contract guard training completed within twelve (12) calendar months shall be considered for eligibility on the contract.

Note: Customer service training is under a **value-added** portion of the evaluation criteria and is deemed quite important to the County.

1. Provide healthcare specific training coupled with ongoing training to sustain a high security service level.
2. Contractor to develop a location-specific testing program to assess

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Guards' competence. Testing will be no less than every six (6) months and results will be provided to County within ten (10) days.

3. Contractor will maintain training records at the worksite for each employee. Training records will document all training received, and will document employee's qualifications; health, County security clearance, and permits. Certification will be included in the employee's training record.

Reports relative to the status, progress, and effectiveness of training will be made available to the liaisons upon request.

Use of the Service Building training room is available for training after normal business hours at no cost to the Contractor. The room must be kept clean and restored to original condition after use. Failure to do so will result in a cleanup fee of \$300.00 plus damages if incurred.

Provide a copy of all lesson plans, student guides, handouts and teaching aids and proposed annual training schedule showing dates, time and locations of training and subjects being taught. This is required as part of your proposal response.

3.39 Supervisor Training

The Post Commander should meet all ASIS training requirements for the Certified Protection Professional and have five (5) years, experience in security management or supervision. Note: **Post Commanders achieving Certified Protection Professional status receive 5% of the minimum hourly guard pay.**

FES Manager, Administrative Lieutenant and Control Center Senior Watch Commander; must complete forty (40) hours of classroom instruction on Concepts and Methods of Asset Protection (Basic).

In addition to the foregoing requirements, **all supervisors** will be required to complete twenty-four hours of leadership, supervision, or management training within three months of assignment to supervisory positions. Prior training, education, or professional certificates will be accepted to meet this requirement.

Describe the steps your firm will take to ensure qualified trained Supervisors are available for this contract.

3.40 Certified Training Instructor

Except for County-provided training, it is required that all Supervisor and Guard training shall be provided by a training instructor certified by GSA and the State of California and shall be coordinated by and paid for by the Contractor.

Training Instructor should also be designated and certified in the

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administration, operation and troubleshooting of the Security Control Center room's systems. Then, regularly scheduled trainings should be held for security staff on an ongoing basis.

Provide name of designated Certified Training Officer within 14 days of signed contract.

3.41 Approved ASIS Training Courses

Training shall include at least the following ASIS courses or equal courses approved by Liaisons.

Basic Guard Services

Attendees: All Contracted Guards

Concepts and Methods of Assets Protection (Basic)

Applications Assets Protection Course II

Attendees: FES Manager, Post Commander, and Administrative Lieutenant

Fire/Life Safety

Attendees: All control personnel and Senior Watch Commander

CESI and Reporting System

Attendees: All Contracted Guards

This training is required for **all** supervisors and optional for the remaining staff under the contract.

Indicate compliance or give alternate.

3.42 Security Control Center Guards Training

Security Control Center Guards are required to meet the following minimum training requirements:

- Sixteen hours of security systems administration training.
- Complete 40 hours all site training
- Complete 80 hours training in Security Control Center
- Must receive the NFPA fire suppression and alarm systems introductory course. This may be accomplished via video, correspondence or classroom instructions.
- Must be trained on NFPA monitoring procedures.

NFPA training is in addition to the 80 hours of Security Control Center training.

Describe your firms understanding of the minimum requirements and your approach for meeting the security related education, training levels, and experience of personnel to be assigned at County Security Control Center.

3.43 Double Banking

Whenever it becomes necessary to assign or reassign an individual to a post

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for the first time, Contractor shall arrange, at its own expense, to have the new individual "double bank" with an experienced employee for a minimum of three (3) shifts prior to having the inexperienced individual take over any post on his or her own. Contractor shall bear the associated expense for this double banking.

If for any reason a regular security guard is unable to report for duty, the Security Guard Service must fully brief the substitute as to his general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from Contractor.

Contractor will submit written confirmation of the completion and scope of this training to the liaison two (2) working days prior to the assignment of any Guard to the sites.

Describe how long does your firm double bank utilizing a senior veteran officer to train a new hire and how thorough is the process?

3.44 Training Inspection

The Liaison or his/her designated representative is authorized to inspect, monitor, and evaluate the conduct of all training.

All replacement employees shall meet the initial and continuing training requirements in accordance with the contract.

There shall be no waivers of any training requirements specified in the contract except as approved by County liaison.

Describe the format, and or media, your firm plans on using to comply with this requirement. Include sample reports.

3.45 Refresher Training

Guards will undergo refresher training annually. Refresher training shall include but is not limited to:

- Contents of the **ISMPP**
- County of Ventura Policy and Procedures for bomb threats, workplace violence, emergency communications, fire drills, building emergencies, business continuity, after-hours access, dealing with the media, injured or sick, flag etiquette, building inspections and maintenance reporting.
- Use and general upkeep of surveillance equipment
- Post orders and Sign-in and out procedures
- Report writing, use of incident and Daily Activity Reports.

Provide your annual plan for eight (8) hours Annual Refresher and re-certification training of all staff. Required after first year of licensure.

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3.46 Uniforms

Contractors shall be responsible for properly fitting uniforms of all their personnel while they are on duty at Ventura County sites.

Uniforms, special clothing, equipment, identification insignia, badges, name tags, and uniform-cleaning services professionally cleaned pressed and alterations as required will be furnished by Contractor at no cost to County or Contractor's employees.

Guards will, during duty hours, be attired in a clean, neat appearing uniform bearing Contractor's identification insignia and shoes must be shined and polished. The security officer's appearance and job knowledge shall set a good example and must exceed the public expectations.

Guards will, when required during duty hours, be equipped with foul weather clothing.

A. The following minimum uniforms will be furnished by Contractor for guards assigned under the contract:

- | | |
|---|------------------------------|
| 1. Four trousers | 7. One tie bar, |
| 2. Five shirts, | 8. One bomber style jacket, |
| 3. Two ties, | 9. One blazer, |
| 4. One cap, | 10. One belt, |
| 5. One nameplate, | 11. Flashlight and batteries |
| 6. Sweaters for control room personnel are permissible. | |

A complete uniform will be reissued on each guard's one-year anniversary date of employment. Worn or torn uniforms will be replaced at Contractor's own expense. At Contractor's expense Polo shirts with company insignia can be provided upon request.

Kiosk Guards and FES supervisor, post commander, administrative lieutenant, and senior watch commander on duty during business hours will wear blazers and ties. Contractor will, at no cost to the employee, provide uniform-cleaning services professionally cleaned, pressed and alterations as required.

County reserves the right to approve, and/or have input on, uniform style and color(s). Prior to placing on any post each potential guard shall be presented to the Liaison(s) in full uniform.

Provide a list of equipment and a photograph or sample of standardized uniforms which contractor will provide to personnel based on listed items above.

Describe your firm's plan for meeting this requirement or give alternate.

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3.47 Equipment

The Contractor shall furnish and maintain in acceptable condition, all equipment necessary to perform work required by the contract. In lieu of the County stating estimated numbers, Contractor will collaborate with County liaison to establish a sufficient level and amount of equipment (i.e., radios, wands, pagers, cell phones, etc.,)

Contractor's personnel will be provided and trained to use all equipment safely and properly at no additional cost to County.

To cover the requirements of this contract; two-way mobile hand held radios referenced herein will use a UHF frequency at 453.550 megahertz. This frequency is shared by both the Government Center and the Health Care Agency. **Estimated quantity is 7 to 10 radios.**

Equipment Inspection and Testing

All equipment or material furnished or utilized in the performance of services under a resultant contract will be subject to inspection and testing by the County. Such inspection and testing will be conducted in a manner so as not to unduly interfere with Contractor's ability to carry out the terms of the resulting contract.

Should the County determine, as a result of these inspections and testing that services and/or equipment or materials used by Contractor are not satisfactory, County will inform Contractor in writing. County reserves the right to (a) require Contractor to take immediate action to bring such matters into compliance with the terms of the resulting contracts; and (b) impose monetary deductions in accordance with a schedule to be mutually agreed upon between County and Contractor.

Phone-Radio Equipment:

Guards, stationed at all County sites must have communication capabilities with the Security Control Center located at the Ventura County Government Center. **AT&T cellular and Direct Connect** phones and pagers will be required at County locations where distance/terrain disables radio communications (including batteries and battery charger(s) and other related equipment for the proper functioning of the cell-phone) except for the Control Center and Government Center Kiosk and Weapon Screening posts.

The use of pagers and two-way mobile hand held radios will be coordinated with County Information Technology Department.

Note: Radio communication service is County provided.

The Contractor shall, in accordance with applicable State Regulations, obtain all permits for the operation of such phone-radio equipment over

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County identified frequencies. A copy of all such permits shall be provided to the Liaison upon request.

Supplementary Equipment:

The Contractor shall provide each guard on duty with a 2D cell flashlight with holder, radio case, and supplementary equipment including, but not limited to, notebooks, pens, pencils, replacement 2D cell flashlight batteries and bulbs.

The Contractor shall provide and maintain, on-site, an adequate supply of batteries for all flashlights.

Repairs and/or replacements of all contractor-furnished equipment shall be the responsibility of the Contractor.

Unauthorized Equipment

Guards shall not be permitted to carry any unauthorized supplemental or personal equipment such as chemical agent devices, firearms, handcuffs, or other such non-standard items. Contractor will be responsible for damages resulting from such non-standard items.

Describe your ability to comply with equipment requirements or modification.

Contractors are required to submit a detailed listing of equipment available to employees.

3.48 Security Tour Verification System

Currently, there are an estimated Three Hundred (300) wand locations within the County. It is estimated that there will be an additional 100+ wand locations over the next five years. This information is provided to give background to Contractor's assessment of the cost of providing the foregoing verification program.

Electronic Patrol Equipment

The Contractor shall provide a complete guard tour security personnel monitoring system able to track, and monitor security personnel in real time indoors and outdoors. It must combine GPS and RFID functionality, enabling security personnel to scan interior and exterior checkpoint tags as well as facilitate real time location.

The system will comprise of at least eight (8) patrol recorders, 200-300 key-stations, various data readers and reporting and analysis software.

The Guard Tour system must be able to provide reports with the wand ID, the security guard identification, missed checkpoints or ones that have been over checked, types of incidents (i.e., door left unlocked) and a security patrol summary.

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Ability to create an immediate alarm at the computer if a security guard tour station is not visited in the pre-defined time window.

To ensure that these devices protect themselves from the working environment the devices should have built in microwave, g-force and voltage detection.

The readings collected by the wand must be capable of downloading later directly to a printer, locally to a computer, or remotely via modem.

Summary reports about ongoing security concerns, shall be provided to the Liaison on a daily basis.

The Guard Tour System, at minimum, should provide the following functionality and reporting capabilities:

- Windows based
- Watch Tour Recording
- Photographic Image Capture
- Personal Duress signaling and annunciation
- Individual User login/identification
- Configurable Scheduling
- Concise Reporting
- Alert Capabilities for missed out of sequence reporting
- Real Time Reporting to Security Control Center of reporting issues
- GPS Location Tracking and Real Time Reporting
- Unedited reporting to contract liaison
- Barcode/RFID capabilities
- Desk Top head end Receiving Unit/PC located in the Control Center
- Must be compliant with NFPA and U/L guidelines
- Will be configured to customer approved tour route
- Must provide the ability to explain errors, variances and deviations from the scheduled route.
- Remote viewing capability by contract administrator
- Searchable database for all date, tasks, staff, etc.
- Open field for information entry on route
- Ability to track and display reports for any and all information
- Information storage capacity minimum of 2 years

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- A seat for the County Liaison to be able to run reports independent of the security contractor
- Daily, weekly and month reporting as directed by the County.

The General Services Agency has the right to review and accept or reject the vendor's Guard Tour System. If rejected, vendor will supply replacement system subject to the same requirements.

If at any time the successful proposer is considered to be in default of the contract due to failure of the guard tour system the County may take action with a notice of cure, request service credits, or terminate the contract.

Contractor must describe the recommended guard tour system that provides reports that document patrols, confirms that guards are performing as expected and gives the County the documentation and accountability that helps your firm meet compliance standards and other requirements.

3.49 Vehicles

All vehicles necessary for the performance of this contract will be, provided by contractor. Contractor will provide GSA three (3) patrol trucks (one (1) for supervisor, one (1) for rover, and one (1) for traffic), equipped with mounted spotlights, emergency kits mounted, mobile radios (**for 453.550 megahertz frequency**), charging systems, security decals and light bar for use at any site covered by resulting contract. Contractor may submit an alternate proposal for cars.

Note: The approximate miles driven per week by each of the three vehicles is 1800 miles per week combined.

Contractor shall provide one (1) vehicle and one (1) golf cart for VCMC night patrol.

At least one vehicle must be powered by electricity. Vendor may use local County charging stations at no cost for the first two years of the contract.

A back-up vehicle must be available within four hours of any breakdown.

Vehicles used under this contract will not be older than three (3) years. Vehicle **fuel**, oil, lubricants, and maintenance are the responsibility of Contractor.

Vehicles will be clearly marked on front, rear, and sides with distinctive insignia containing the word "SECURITY". The word "SECURITY" will be in letters at least four inches in height.

Each vehicle provided by Contractor will show Contractor's name so that it is clearly visible and will at all times display a valid state license plate,

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possess/display current California vehicle registration and safety inspection sticker, if applicable.

Contractors are reminded that County requires vehicle to be available 24 hours a day 7 days a week. So contractor must plan accordingly in regards to reliability and low maintenance issues. Any changes made by the contractor to the type of vehicle provided must be reviewed and approved by Liaison(s).

Describe in detail your plans to provide and maintain the required number of vehicles and golf cart no older than three (3) years old properly equipped as listed above, including bonded insurance, fuel and regular scheduled maintenance.

3.50 Bike Patrol

County may require **two (2) bicycle** riding guards to patrol parking areas and/or multiple sites in a close proximity. The specifications and specific types of bicycles will be determined by the Contractor and bicycles shall be maintained in accordance with the manufacturer's recommendations.

Provide plans for a responsive and flexible Bike Patrol including necessary safety equipment such as helmets, bike flags, safety vests, bike locks, baskets, and any additional equipment deemed necessary.

3.51 Use of County Property

County property shall be used for official County business only in the performance of the contract. Contractor employees shall not use County property including telephones in any manner for any personal advantage, business gain, or other personal endeavor.

Equipment provided by County to Contractor will be assigned by County liaison and inventoried on a quarterly basis or as otherwise required by the liaison. All property furnished by County and used under this contract will remain County property.

The Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property.

Misuse of County property will result in a deduction from invoice to cover all cost associated with repair or replacement of County property.

Upon termination of the contract, Contractor will render an accounting of all County property which has come into Contractor's possession.

Indicate compliance or give alternate.

3.52 Access to Buildings

Some doors throughout the County are controlled by an access card

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

reader system. The contractor is responsible for control of access and monitoring. Access will be granted to those possessing clearance and a need to enter the facility.

It will be Contractor's responsibility, through the liaison or his/her designated representative, to obtain access to buildings and facilities and arrange for them to be opened and closed.

Keys may be issued to Contractor; however, it will be Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.

Contractor will be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the liaison or his/her designated representative decides that a lock must be replaced because of the loss of a key by Contractor's employees. Contractor will pay the cost of that replacement.

Indicate compliance or give alternate.

3.53 Arrest/Detainment

County prohibits the use of arrest powers by security personnel. When necessary, the proper police authority will be summoned. No force will be used by, Guard personnel except when absolutely necessary for self-defense. Guard personnel will always be cooperative with authorized emergency personnel. Guard personnel will assist and not interfere with emergency personnel in the performance of their duties. Guards will surrender their authority to authorized emergency personnel.

Contract Guard powers of arrest are no greater than that of a private citizen. Security Officers are authorized to detain with explicit instructions or consent of the GSA Director via the contract Liaisons.

Contractor shall not sign a complaint on behalf of any County agency/department or employees, request towing of any vehicle without the consent of the contract liaison. Contractor will assume full liability for any of their employees in the exercise of any police authority.

Indicate your acceptance or modification.

FOR HEATH CARE AGENCY

3.54 Intervention

Contractor must be able to respond to requests from GSA and HCA Medical Center for support and intervention.

Guards must be physically capable and willing to assist County personnel in restraining violent persons at the Medical Center's facility until authorities arrive. This intervention includes verbal and physical altercations.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

In the event of a physical altercation, guards may be required to physically intervene for the protection and safety of hospital staff and clients. This response should be considered ONLY if verbal intervention fails, but it must be stipulated in the post instructions for all assigned guards.

Describe your experience, understanding of intervention techniques, and training for guards in dangerous conditions and situations. Include how to interact with people in crisis, in an objective way to provide physical safety and reduce the severity of a crisis.

3.55 Weapons/Use of Force

The use of weapons and/or force by Guards assigned to any County site is strictly prohibited. Prohibited weapons will be defined as; firearms of any type, mace, batons, bludgeons, knives, saps, sand-gloves, steel or aluminum pipes (including “Kel Lites”, brass knuckles, etc.,).

Possession of weapons by Guards on the site will be grounds for immediate and permanent removal of the Guard from the **contract**. Repeated offenses may be grounds for immediate permanent removal of the Guard.

*The use of force by a Guard beyond that necessary for self-defense will also be grounds for immediate, permanent removal of the Guard from this contract.

Contractor will assume full liability for any use of force by their employee and any other activities not within the best interests of County.

Indicate your acceptance or modification.

- ❖ Guards will have normal concern for their own physical safety and will take reasonable precautions not to place themselves in situations which would encourage violence or abuse against either them or other persons in the area.

3.56 Criminal Action

Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include, but are not limited to; falsification or unlawful concealment of material facts by willful omission from official documents or records, and unauthorized use of government property, theft, vandalism, or immoral conduct.

The contractor shall remove the employee immediately upon reasonable suspicion and may return once investigation and resolution has been completed. If reinstated there is no guarantee the guard will return to current post,

Indicate compliance or give alternate.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

3.57 Transition/Phase-In

Unarmed Security Guard services are vital to the County's overall mission and must be provided without interruption. The successful contractor is responsible for providing the services in accordance with the statement of work. A transition/phase-in period of 30 days beginning on the first official working day of the contract period is provided to allow a seamless transition from the current contract to the new contract.

It is anticipated that the new contractor will utilize the transition period to accomplish the following:

Participate in in-depth discussions, meetings, and tours with the Liaisons, for the purpose of familiarization of the total job requirement and the general type of work performed by the County.

Examination of floor plans and area maps of facilities that depict emergency evacuation routes, the location and types of alarm systems, utility controls and patrol routes for security guards.

Review prescribed orders, policies, and procedures.

Develop Guard Manual, and review General, Special, and Temporary Orders.

Hire, train, and qualify contractor personnel capable of performing the duties and responsibilities of the contract.

Submit a detailed projected transition plan for implementation if awarded the contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

Describe your proposed approach for communicating and obtaining needed cooperation from key stakeholders for the transition process.

Describe your plans and process to determine which current employees would be retained versus those that would be replaced.

3.58 Living Wage

The County of Ventura Board of Supervisors passed and adopted "Living Wage Ordinance" No. 4233 on April 24, 2001. On June 5, 2001 the Board passed and adopted an ordinance amending Ordinance 4233.

As a result, this proposal and any resulting contract are subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

Note: As a condition of receiving the County contract, vendor must agree to fully comply with the Living Wage Requirements at all times. During the term of the contract contractors and subcontractors must pay the living wage in effect, including any living wage increase, from the date of such increase. LWO increases are billable. Any request for LWO wage increase must be submitted 90 days prior to the Contract annual anniversary date. Request for adjustment must be supported by appropriate documentation.

Living Wage Ordinance 4233 is located on our County of Ventura website at <http://www.ventura.org/cao/livgwage.htm>. The ordinance amending Ordinance 4233 is also located on the website at <http://www.ventura.org/cao/livgwage1.htm>.

All bidders must include a signed Declaration of Compliance, **(Attachment E)**, with their proposal, or they may be deemed non-responsive, resulting in disqualification from the bidding process.

A Living Wage Ordinance Checklist for County Contractors Responding to an RFP is attached and labeled as **(Attachment F)**. Note: The checklist is only included as a guide for bidders.

3.59 **Benefits Program**

Describe in detail all benefits offered to employees. Include holiday pay, vacations and any other benefits offered. Cite specific plans offered and employee cost sharing arrangements. Please specify the following:

- Medical / health insurance - indicate cost to the employee and coverage options for employee, employee and spouse and employee and family. Indicate any waiting periods and coverage levels and annual limits.
- Dental - Indicate coverage waiting periods, monthly premiums and annual limits.
- Vision - Indicate coverage waiting periods, monthly premiums and annual limits.
- Life insurance - Indicate amount provided at no cost to employee and any optional coverages available.
- Other benefits part of Contractor's standard benefits package.

Outline any specific incentive and recognition programs made available to employees and explain how these programs are managed and if charges to [County] will be incurred as a result of Contractor implementing

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

these programs.

3.60 Right to Audit

The Contractor shall maintain financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of five (5) years after final payment, or until the County audits them whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

Indicate compliance or modification**3.61 Annual Contract Audit Review**

Each year the contract shall undergo a review of performance. It shall be audited by a committee consisting of representatives from the Contractor, the Contract Liaison and Purchasing Agent.

The Audit Elements shall include:

- Errors and lost time in reporting system
 - alarms,
 - significant events,
 - equipment failures and losses
- ❖ Guards conduct and appearance
- ❖ Guard training and education
- ❖ Guard qualifications and licensing
- ❖ Equipment and vehicle provisioning
- ❖ Billing practices and quality of submittals
- ❖ Living Wage Ordinance compliance
- ❖ Percentage of turnover
- ❖ Manning of posts
- ❖ Number of missed shifts/posts or open posts
- ❖ Customer care
- ❖ Emergency procedure and post orders availability to guards
- ❖ Key control and lost and found oversight and record maintenance
- ❖ Response to security events and accidents
- ❖ Phone demeanor

Indicate compliance.**3.62 Failures and Omissions**

Upon the occurrence of any failures or omissions listed below, or elsewhere in the specifications, there shall be an equitable adjustment for the Contractor service charges to fairly reflect the reduced value of its services. The Contractor agrees that the occurrence of any acts or omissions listed

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

below could constitute a violation of the contract agreement:

- Failure to submit invoice(s) that clearly identify the month which services were rendered in a conspicuous place on the face of the invoice. Errors found in the invoice will result in denial of payment. The Contractor will be required to revise and resubmit.
- Failure to produce all backup documentation within five business days of a request by the Liaison. This shall constitute grounds for reduction of the invoice.
- Failure to provide the number of Security Officers correctly attired and equipped for each post and each shift.
- Failure to promptly assign trained substitute Security Officers as replacements for a Security Officer that does not report for a shift.
- Allowing security officers to work in excess of twelve (12) consecutive hours, or more than fifty-six (56) hours in consecutive days or with less than eight (8) hours off between shifts or causing tired and exhausted Security Guards to be assigned to County facilities.
- Failure to replace any security officer within eight (8) hours of request without prior notification to the County.
- Failure to supply Security Officers with required training. For any security officers working at County facilities and locations that have not been properly trained in advance of assignment, their time shall be reduced from the total number of hours worked.

A. Adjustment of Charges

- The adjustments will not exceed the proposed hourly wage rate. General methods and options are discussed in 3.40 and 3.41.

B. Other reductions include:

- Failure to maintain complete records of all shifts worked by each security officer assigned to the account(s).
- Failure to maintain complete records, reports and logs of events occurring on each assigned post for each shift.
- Falsification of any entries in the security officer log by the Contractor's personnel.
- Failure of conducting a proper background investigation of all security officers assigned, including educational requirement.
- The County, having to utilize County personnel to provide security when the Contractor fails to do so under the provisions of the contract.
- Security officers asleep on post or excessive telephone misuse (see Section 3.48 for specific phone misuse penalties).
- Missing or unequipped vehicles
- Cost of unpaid ID badges
- Missing equipment (i.e., cell phones, radio, pagers, flashlights etc.,)

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Indicate compliance or give alternate.

3.63 Over -Fills

Over-fills occur when Contractor supplies too many guards for longer periods than required, or guards of a higher level of pay than agreed upon between the Contractor and the County for a particular site. County will pay for only those services requested and agreed to.

Indicate compliance or give alternate.

3.64 Short-Fills

Short-fills occur when Contractor supplies unqualified personnel for an assigned. The County reserves the right to refuse security officers not in compliance with the contract. Overtime will not be paid to Contractor to compensate for shortage of personnel.

Indicate compliance or give alternate.

3.65 Shortfalls

Shortfalls occur when the required security services are not supplied at a post or work site. The County will pay for only the actual time worked. If a security guard arrives late for work or leaves early for any reason, those hours will not be paid. The absence of a security guard at a post or work site without replacement constitutes a shortfall for a portion of a shift and a proportional reimbursement shall be given on the invoice. *Note: The County may request a "service credit" for any shortfall (See "Service Credit" 3.4.)*

Indicate compliance or give alternate.

3.66 Consequences of Contractor's Failure To Perform

County will give Contractor written notice of deficiencies by copies of the mutually agreed on contract performance reports, or otherwise, prior to charging liquidated damages, and whenever unsatisfactory services are performed. The parties hereto agree that due to the obligation of Contractor to maintain an effective inspection system Contractor will be conclusively presumed to have actual knowledge of work not performed, and that therefore such written notice will not be a prerequisite for withholding payment for unperformed services. Therefore:

A. In the case of non-performed work, County:

- a. Will deduct from Contractor's invoice all billings associated with such non-performed work at the rates set out in Exhibit A and B
- b. May, at its option, perform the services by County personnel or other means.

B. In the case of unsatisfactory work, County:

- a. Will deduct from Contractor's invoice all billings associated with such non-performed work at the rates set out in Exhibit A and B

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

- b. May, at its option, perform the services by County personnel or other means.
- C. Should County elect options A (a) or B (a) above, County will also deduct, as liquidated damages, to compensate County for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in Exhibit A and B.
- D. Should County elect options A (b) or B (b) above, County will also deduct an additional 20% of the rate set forth in Exhibit A and B. This 20% is liquidated damages, to compensate County for administrative costs and other expenses incurred by County to obtain satisfactory completion of the services.
- E. Repeated instances of non-performance or unsatisfactory performance will be grounds for termination of the contract for default pursuant to terms of the contract.

Indicate compliance or give alternate.

3.67 Liquidated Damages And Penalties

The following liquidated damages may be imposed by the County to the Security Guard Contractor based on each observed or confirmed violation committed by the company and or his/her personnel. Damages shall be assessed as outlined herein:

- Insufficient employees to staff all assigned duty positions \$1,000/day
- Unethical behavior exhibited by the employee \$1,000/day
- Allowing an employee who has not completed training to \$25.00/day
- Failure of employees to be in uniform or to be lacking essential \$10.00/per hour/shift (e.g., radios, badge identification and proper hygiene) instance
- Lack of familiarity with Post Orders, or Facility layout, amenities \$25.00/per or services occurrence
- Failure to have Post staffed as scheduled \$50.00/per hour for each hour or any portion thereof during which the post remains un-staffed, per occurrence
- Security guard asleep on duty \$100.00/per incident. Employee found asleep on duty will be replaced immediately and not permitted to work at any County site in the future.
- Failure to provide adequate timesheet documentation \$50.00/per showing employees work hours charged to the County. Incident (The amount charged for undocumented hours)
- Repeated loss of Security Badges \$300.00/per incident
- Security Badge not returned to the County. \$300.00/per incident

Indicate compliance or give alternate.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

3.68 Default By Contractor

Contractor may be considered in default of the contract under any of the following circumstances and County may demand a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so (pertains to staffing new County accounts).
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any County facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the County by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor
- Failure of Contractor to maintain the required insurance policies in full force and effect
- Failure of Contractor to remove a particular employee from performing on the contract, at the County's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award
- Failure of Contractor to maintain licenses and permits as required any by governmental agency.

Contractor must remedy any and all failure(s) within 10 days from date of written notification by County Liaison(s).

Failure of County to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until County calls a formal default and demands remedy.

Indicate compliance or give alternate.

3.69 Business Continuity Plan

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

Describe your ongoing business continuity/disaster plan. Include your detailed implementation plan and deployment of resources. Indicate time needed for full implementation.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency.

Indicate features or programs not covered elsewhere in the response which are offered to enhance your firm's ability to effectively manage this project.

3.70 Permits And Licenses

Contractor will, without additional expense to County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, County and municipal laws, codes, and regulations, ordinances, policies and shall give all public notices necessary for the lawful performance of the contract. **It is the contractor's responsibility to get their license notarized by a notary and make it part of their proposal package.**

At no cost to the County, Contractor will have each guard licensed with the California Department of Consumer Affairs, Bureau of Collection and Investigation, Sacramento, CA. A copy of each guard's license/permit will be included in the employee's training record. All guards will carry his or her permit while on duty. Contractor will notify the liaison or his/her designated representative immediately when guard licenses/permits have expired, are terminated, revoked or suspended. A guard will be immediately removed from the worksite when the guard's license/permit is terminated, revoked or suspended.

Contractor must provide a notarized copy of their private patrol operators' license with the State of California Department of Consumer Affairs ten days after award selection.

3.71 Insurance Requirements

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in **Section Four (4) – County of Ventura Standard Contract Paragraph #11.**

Indicate compliance.

3.72 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors.

Offerors shall submit with their proposal an executed Non-Collusion Affidavit – **(Attachment D).**

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Indicate compliance by signing and including Attachment D.

3.73 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

Indicate compliance or give alternate.

3.74 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

Indicate compliance or give alternate.

ATTACHMENT "A"
WAGE AND TOTAL COST OFFERS

1. Cost Conditions For General Service Agency

Contractors will enter hourly rates for all line items in ATTACHMENT "A-2" Price Page. All costs associated with the Contractor's supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the County after Contract award.

Such wage rates will be firm for the initial period.

The hourly rate of pay to employees must be adequate to insure competency. An individual may not work a double shift. (Double shift is defined as any two (2) eight (8) hour shifts in a twenty-four (24) hour period.

Posts will be manned continually to the extent indicated herein. Requirements for substitute guards for such reasons as relief periods, breaks, lunch periods, training, sickness, vacations, etc., are not reflected in the man hour estimates hereunder. Contractor is solely responsible for determining and providing these substitute personnel as needed.

Accordingly, the determination of total man-hour requirements for the performance of all services herein specified is the sole responsibility of Contractor. County will not allow any variance in compensation to allow for such continuous post manning requirements

During the term of this contract the Contractor shall furnish to the County, without prior notice, payroll records which substantiate the schedule of rates paid weekly as certified in the RFP, and shall identify the amount paid to each employee.

*Probation is defined as the Guard's first ninety (90) days at County site.

**These positions will be paid an additional \$/hour shift differential (swing and graveyard). A minimum of two-thirds of shift worked must be within named shift to receive differential. It is contractor's decision regarding any shift differential pay.

Regular shift:	0800-1600
Swing shift:	1600-2400
Graveyard:	2400-0800

2. Holidays

County will pay the overtime rate for work performed on the eight (8) holidays listed below. The overtime rate will not be paid under any other circumstances unless specifically authorized by County.

- | | | |
|---------------------|---------------------|-------------------------------------|
| 1) New Year's Day | 5) Labor Day | 9) Martin Luther King Jr. Birthday |
| 2) President's Day | 6) Veteran's Day | 10) Court Holidays (FES Group only) |
| 3) Memorial Day | 7) Thanksgiving Day | |
| 4) Independence Day | 8) Christmas Day | |

3. Security Classification And Estimated Man Hours Annually – 195,582

ATTACHMENT "A-1" PROPOSAL FORM

COMPENSATION

The Contractor shall provide a complete cost breakdown for services provided under the proposal. All information shall be furnished to allow for proper evaluation of proposals, including billing cycles, personnel costs, equipment costs and available discounts, if any.

Please state herein, in spaces provided, the lowest price at which you will furnish the **SECURITY GUARD SERVICES** specified herein. **RETAIN A COPY FOR YOUR RECORDS.**

Security Guard Service will be provided at the following hourly rates from 1200 hours on TBD through 2400 hours on TBD in accordance with the foregoing specifications:

Note: Living Wage Ordinance (LWO) must be incorporated in proposed bill rate for security officers only. Higher ranking positions to be determined by the Contractor.

1. BASIC SERVICES				
Ventura County General Service Agency				
Location	Post Hours	Estimated Hours	Guard Pay Rate	Bill Rate
Administration				
Post Commander	Mon-Fri	2080		
Admin LT	Mon-Fri	2080		
Control Room				
Senior Watch Commander	Mon-Fri	2080		
Watch Commander	Mon-Fri	4160		
Watch Commander	Sat-Sun	2496		
Sergeant	Continuous	8736		
Sergeant	Mon-Fri	2080		
Hall of Administration				
Security Officer	Continuous	5824		
Hall of Justice				
Security Officer	Continuous	8736		
Gonzales Road				
Security Officer	Mon-Fri	2600		
Williams Drive				
Security Officer	Mon-Fri	3380		
2. OTHER SITES-BASIC SERVICES				
Location	Post Hours	Estimated Hours	Guard Pay Rate	Bill Rate
Telephone Road Bldg				
Security Officer	Mon-Fri	2340		
Sergeant	Mon-Fri	4160		
Vanguard Bldg				
Security Officer	Mon-Fri	2080		
Sergeant	Mon-Fri	4160		

ECCH				
Security Officer	<i>Mon-Fri</i>	624		
Ventura County Square				
Security Officer	<i>Mon-Fri</i>	780		
Sergeant	<i>Mon-Fri</i>	2080		
Service Bldg				
Staff Sergeant II	<i>Mon-Fri</i>	2210		
3. BUILDING & PATROL ROVERS				
Security Officer – Foot-Patrol	<i>Continuous</i>	8736		
Security Officer – Mobil Patrol	<i>Mon-Fri</i>	6500		
Security Officer – Mobil Patrol	<i>Sat-Sun</i>	2496		
Security Officer – Mobil Patrol	<i>Mon-Fri</i>	4160		
Security Officer – Mobil Patrol	<i>Sat-Sun</i>	2496		
Staff Sergeant – Traffic	<i>Mon-Fri</i>	2080		
4. ADDITIONAL SERVICES				
HAS Santa Paula				
Security Officer	<i>Mon-Fri</i>	2860		
HSA Ventura				
Security Officer	<i>Sat</i>	312		
HCA Williams Dr. Oxnard				
Security Officer	<i>Mon-Fri</i>	1040		
HSA Simi Valley				
Security Officer	<i>Mon-Fri</i>	2600		
Juvenile Courthouse				
Security Officer	<i>Mon-Fri</i>	2600		
Juvenile Courthouse				
Security Officer	<i>Mon-Fri</i>	2210		
2 nd Floor Rover	<i>Mon-Fri</i>	1690		
HCA Thille St., Ventura				
Security Officer	<i>Mon-Fri</i>	520		
HSA Enchanted Way				
Security Officer	<i>Mon-Fri</i>	2340		
Security Officer	<i>Mon-Thurs</i>	416		
Juvenile Courthouse				
Security Officer	<i>Mon-Fri</i>	2600		
HCA Gonzales				
Security Officer	<i>Mon-Thurs</i>	416		
Other locations as necessary				
5. FULL ENTRY SCREENING SERVICES				
HOJ				
FES Manager	<i>Mon -Fri</i>	2860		
Sergeant	<i>Mon -Fri</i>	4160		
Sergeant	<i>Mon -Fri</i>	10400		
ECCH				
Watch Commander	<i>Mon -Fri</i>	3120		
Sergeant	<i>Mon -Fri</i>	2080		
JJC				
Watch Commander	<i>Mon -Fri</i>	2210		
Sergeant	<i>Mon - Fri</i>	2470		
Sergeant	<i>Mon-Fri</i>	2210		
6. MISCELLANEOUS				

Temporary Post				
Construction (Swing & Graveyard)		5500		
Elections (Swing & Graveyard)		216		
Elections (Supervisor)		216		
Budget Hearings		40		
Weddings		208		
Mock Trials (Including Screening)		450		
Grand Jury Escorts		576		
Threat Coverage		1304		
FES Peak Hours Coverage		340		

ATTACHMENT "B"
WAGE AND TOTAL COST OFFERS

1. Cost Conditions for Health Care Agency

Contractors will enter hourly rates for all line items in ATTACHMENT B-1 PROPOSAL FORM. All costs associated with the Contractor's supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the County after Contract award.

Such wage rates will be firm for the initial period.

The hourly rate of pay to employees must be adequate to insure competency. An individual may not work a double shift. (Double shift is defined as any two (2) eight (8) hour shifts in a twenty-four (24) hour period.

Posts will be manned continually to the extent indicated herein. Requirements for substitute guards for such reasons as relief periods, breaks, lunch periods, training, sickness, vacations, etc., are not reflected in the man hour estimates hereunder. Contractor is solely responsible for determining and providing these substitute personnel as needed. Accordingly, the determination of total man-hour requirements for the performance of all services herein specified is the sole responsibility of Contractor. County will not allow any variance in compensation to allow for such continuous post manning requirements.

During the term of this contract the Contractor shall furnish to the County, without prior notice, payroll records which substantiate the schedule of rates paid weekly as certified in the RFP, and shall identify the amount paid to each employee.

*Probation is defined as the Guard's first ninety (90) days at County site.

**These positions will be paid an additional \$/hour shift differential (swing and graveyard). A minimum of two-thirds of shift worked must be within named shift to receive differential. It is contractor's decision regarding any shift differential pay.

2. SECURITY CLASSIFICATION AND ESTIMATED MAN HOURS-34,528

ATTACHMENT B-1 PROPOSAL FORM

COMPENSATION

Please state herein, in spaces provided, the lowest price at which you will furnish The Contractor shall provide a complete cost breakdown for services provided under the proposal. All information shall be furnished to allow for proper evaluation of proposals, including billing cycles, personnel costs, equipment costs and available discounts, if any.

Please state herein, in the spaces provided the lowest price at which you will furnish the **SECURITY GUARD SERVICES** specified herein. **RETAIN A COPY FOR YOUR RECORDS.** Security Guard Service will be provided at the following hourly rates from 1200 hours on TBD through 2400 hours on TBD in accordance with the foregoing specifications:

1. BASIC SERVICES				
Ventura County Health Care Agency				
Location	Post Hours	Estimated Hours	Guard Pay Rate	Bill Rate
HCA Campus				
Post Commander	Mon-Fri	2080		
Santa Paula				
Security Officer	Continuous	2080		
Interior Patrol				
Elite Guard	Continuous	8736		
Main Entrance-Front Reception				
Security Officer	Continuous	2080		
Camera Surveillance				
Security Officer	Continuous	8736		
Parking Enforcement				
Security Officer	Sun-Sat	2912		
Motor Patrol				
Staff Sergeant Traffic	Continuous	5824		
Hillmont Psychiatric Center (for visiting area, etc.,)				
Security Officer	Sun-Sat	2080		

Note: Living Wage Ordinance (LWO) must be incorporated in proposed bill rate for security officers only. Higher ranking positions to be determined by Contractor.

This contract entered into this _____ day of _____, 20__, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the **UNARMED SECURITY GUARD SERVICES** Request for Proposal #**5732** (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for **UNARMED SECURITY GUARD SERVICES** and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing **UNARMED SECURITY GUARD SERVICES** and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a **UNARMED SECURITY GUARD SERVICES** Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing **UNARMED SECURITY GUARD SERVICES** hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A and B, County will make payment to Contractor in the manner specified in Exhibit A and B

3. **TERM**

Per RFP document.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements. Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. **NON-ASSIGNABILITY**

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. **TERMINATION**

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for

which funds were appropriated or at the end of the contract term, whichever occurs first.

- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 minimum.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.
 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. **NON-DISCRIMINATION**

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by **Rosalind Harris** General Security Services and **Leticia Rodriguez** Health Care Agency or his/her authorized representative.

16. **ADDENDA**

County may from time to time require changes in the scope of the services

required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies

and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. NOTICES

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. MERGER CLAUSE

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP #5732
- 3) Contractor's proposal dated .

23. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

27. **LIVING WAGE ORDINANCE**

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in

the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.

2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.
 3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provide by the County.
 4. Any Subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the "Living Wage Ordinance."
 5. Contractor shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Contractor shall complete a Declaration of Compliance within 10 days of contract award proclaiming to their adherence to the Living Wage Ordinance.
- C. Under the provisions of Section 4960 of the LWO, the County shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the County determines that the subject Contractor has violated provisions of the LWO.

D. Where under the LWO Section 4959, the designated administrative agency has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether the Contractor is to continue work following and impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the County.

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

ATTACHMENT "D" – RFP #5732
"Non-Collusion Affidavit
To Be Executed By Offeror and Submitted With Proposal

State of California)
County of Ventura ss.
)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____(Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Offeror Name

Authorized Representative

(Person, Firm, Corp.)

Representative's Name

Address

Representative's Title

City, State, Zip

ATTACHMENT E

COUNTY OF VENTURA
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080

DECLARATION OF COMPLIANCE Living Wage Ordinance

The County of Ventura Living Wage Ordinance No. 4233, as amended, provides that all employers (except where specifically exempted) under contracts for "services" to or for County and that: (1) involve an expenditure in excess of \$25,000 dollars, within a twelve month period; and (2) has a term of at least three months will comply with all applicable provisions of the Ordinance.

During the performance of this Contract, Contractor certifies that it will comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinance. Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.

Contractor further agrees:

- a. To pay covered employees a wage no less than the minimum initial compensation of \$10.50 per hour with health benefits, as referred to in (c) below, or otherwise \$12.50 per hour pursuant to Section 4954 (a). Such rates may be adjusted annually in accordance with Section 4954(c).
- b. To provide at least 12 compensated days off per year pursuant to Section 4955.
- c. Where so elected under (a) above, to pay at least \$2.00 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 4954(c).
- d. Not to retaliate against any employee claiming non-compliance with the provisions of these ordinances and to comply with federal law prohibiting retaliation for union organizing.

Failure to complete and submit this form may result in disqualification from the competitive solicitation process or contract termination.

Company Name

**Signature of Officer or
Authorized Representative**

Company Address

Type or Print Name and Title

City, State, Zip Code

Phone Number

Fax Number

Filepath

ATTACHMENT F

LIVING WAGE ORDINANCE (LWO) CHECKLIST FOR COUNTY CONTRACTORS RESPONDING TO AN RFP

It is advisable for prospective contractors to review the Living Wage Ordinance (LWO). If copies of these documents are not included in your RFP, you may obtain them from the department issuing the RFP.

Exemptions:

1. Small employer employing no more than five full-time persons, Section 4956(a).
2. Government Entities. Including, without limitation, cities, counties, and state agencies, Section 4956(b).
3. Collective Bargaining. To the extent that any collective bargaining agreement applies to an employee who would otherwise be entitled to be paid a living wage, this Ordinance will not apply, Section 4956(c).
4. In-Home Support Service Workers. The Ordinance will not apply to any employee providing in-home support services pursuant to the Welfare and Institutions Code, Section 4956(d).
5. Service contract for expenditure that is less than \$25,000 within a twelve-month period or has a term less than three months, Section 4952(f).
6. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this Ordinance, Section 4952(f).
7. A contract between the County and another governmental entity, Section 4952(f).
8. A contract between the County and a financial or banking institution for financial or banking services, Section 4952(f).
9. A contract for professional services requiring specialized skills or licensure, including but not limited to experts, consultants, auditors, engineers, attorneys, and banking representatives, Section 4952(f).
10. A contract with a non-profit corporation qualifying under Internal Revenue Code section 501(c)(3), Section 4952(f).
11. Printing/Copying Services.
12. Construction Contracts.

If you think that you are exempt from the LWO, you must initiate the exemption process and submit the Offeror/Contractor Application for

Exemption (Available online) with your proposal.

Determine Your Full Costs Under the LWO

- Contact all subcontractors that will perform work under your contract with County. Inform them that they must also comply with the LWO. Give each subcontractor a copy of the Ordinance, this Checklist and the Declaration of Compliance to assist them in calculating their costs.
- List all employees that will work on the contract.
- Include all employees who work at least four hours per week on County service contracts.
- In calculating your proposal, each employee must be compensated according to the Ordinance.
- Part-time employees who work at least four hours per week on County service contracts are subject to the LWO, and must receive the same hourly wage rates as full-time employees. However, their compensated and uncompensated days off are pro-rated based on the number of hours worked.
- Contractors are responsible for ensuring that all subcontractors provide bids and cost estimates based on the full LWO costs to their firms.
- Annual "living wage" adjustments, if any, are announced by the County Executive Office (CEO) effective July 1st. The adjustments are based on increases in the Consumer Price Index – W (Urban Wage Earners and Clerical Workers not seasonally adjusted for the U.S. city average) for the preceding calendar year or years utilizing 2001 as the base year.
- The prime contractor is responsible for notifying all subcontractors of wage rate changes.
- Submit Your Proposal
- Sign the Declaration of Compliance
- All contractors providing services subject to the LWO must include a signed Declaration of Compliance (Attachment D) with their proposal, or they may be deemed non-responsive. The awarding department must notify Contractor in writing that they have been disqualified.
- Contractors may appeal a disqualification to the awarding department within 5 days of receiving the written notice disqualifying them.

If you are awarded the Contract:

Provide Employee Information to GSA/Procurement Services.

- Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.
- Failure to submit required documentation will result in withholding payments by the Auditor-Controller, or termination of the contract.
- The prime contractor is responsible for the compliance of all subcontractors with the Living Wage Ordinance.
- Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice will specify the living wage rate, minimum health benefit, if applicable, and compensated time off as well as notice that an employee has grievance rights if he/she believes his/her rights under the Living Wage Ordinance are being violated. A copy of the notice must be made available to all covered employees, must be posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.
- Submit proof of health benefits for prime and subcontractors to GSA/Procurement Services within 10 days of execution of the contract (i.e., copy of monthly premium statement from carrier listing all employees).
- Failure to submit required documentation will result in withholding of payments by the Auditor-Controller.