



AGENDA STAFF REPORT

ASR Control 21-000868

MEETING DATE: 12/14/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Richard Francis (949) 252-5166
 Richard N. Steele (949) 252-5264

SUBJECT: Approve Subordinate Contract for Private Security Services

CEO CONCUR Pending Review	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** \$1,163,595 **Annual Cost:** FY 2022-23
 \$2,826,293
 FY 2023-24 \$2,906,253
 FY 2024-25 \$1,722,126

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: Fund 280: 100% **County Audit in last 3 years:** No

Prior Board Action: 6/23/2020 #S66F, 11/19/2019 #18, 1/10/2017 #27

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or authorized Deputy to execute a subordinate contract with Universal Protection Service, LP DBA Allied Universal Security Services for Private Security Services, effective February 1, 2022, through January 31, 2025, in an amount not to exceed \$8,618,267, with the option to renew for one additional two-year term upon Board of Supervisors approval.

SUMMARY:

Approval of the subordinate contract with Universal Protection Service, LP DBA Allied Universal Security Services will allow John Wayne Airport to continue the use of private security services.

BACKGROUND INFORMATION:

On January 10, 2017, the Board of Supervisors (Board) awarded a three-year contract to Universal Protection Service, LP, effective February 1, 2017, for a three-year contract in an amount not to exceed \$3,275,547, renewable for two additional one-year terms. The original Contract included six total security guard posts and one security supervisor position (refer to Table 1).

On November 19, 2019, the Board approved Amendment Number One to the Contract with Universal Protection Service, LP DBA Allied Universal Security Services (AUS) for two years, effective February 1, 2020, through January 31, 2022. Under this Amendment, a Site Supervisor was added to provide administrative support under the Contract and the additional services contingency was increased to cover unanticipated security guard services that fall within the Scope of Work but are not part of the schedule of services specified in the Contract.

On June 23, 2020, the Board approved Amendment Number Two to the Contract for AUS to obtain additional private security personnel to staff a total of seven posts that were previously covered by the Orange County Sheriff's Department. The transition was carried out in two phases. Phase One included AUS staffing three arrival level curbside traffic positions and one air cargo vehicle post effective July 1, 2020. Phase Two included AUS staffing three departure level curbside traffic positions effective July 1, 2021 (refer to Table 1).

The current private security services contract for John Wayne Airport (JWA) will expire on January 31, 2022.

On July 22, 2021, the County Procurement Office (CPO) issued a Request for Proposals (RFP) for Private Security Services. The RFP was advertised through the County's online bidding system. A total of six responses were received. The CPO executed aggregate Regional Cooperative Agreements (RCA) RCA-017-22010008 on September 29, 2021, with Lyons Security Service Inc. and on September 30, 2021, with Absolute Security International Inc., High Level Security Solutions, Inc. and AUS, effective October 1, 2021, through September 30, 2026.

The Orange County Preference Policy (OCPP) was applicable and incorporated into this RCA. There was one OCPP qualified proposal submitted into this solicitation, High Level Security Solutions, Inc. and based on the final scoring, a contract was awarded to this OCPP qualified vendor, receiving an eight percent point advantage as a qualified Disabled Veteran Business Enterprise/Orange County Local Small Business.

AUS is currently the incumbent at JWA and received the highest composite score by the Evaluation Committee during the RFP process. AUS also maintains the Department of Homeland Security (DHS) Safety Act Certification, which eases financial and liability burdens for companies certified under the Safety Act and users of these companies when faced with a terrorist attack. AUS also demonstrated in their RFP response their substantial experience in providing similar services at nineteen large, medium and small hub airports.

The Contractor's performance has been confirmed as at least satisfactory. The CPO has conducted due diligence on the Contractor. Reference checks were satisfactory and completed with the County of San Diego, County of Los Angeles and County of San Mateo regarding similar services. JWA has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests.

JWA is seeking continued private security services with AUS for a three-year contract, renewable for two additional one-year terms in an amount not to exceed \$8,618,267. The services provided will meet Title 49 CFR 1542 Airport Security regulations related to the enforcement of airport access control procedures, applicable elements of the Airport Security Plan, DHS/Transportation Security Administration security directives; vehicle traffic management; escorting; assisting airport tenants, authorized visitors, and guests; and administrative requirements. Assignments include: seven posts that provide departure and arrival level curbside traffic management for all terminals (18 hours a day/seven days per week), one air cargo vehicle

access post (eight hours a day/five days per week), three airfield vehicle access posts (24 hours a day/seven days per week), one post that monitors the Terminal C Sterile Area exit stairway and escalator (18 hours/seven days per week), one post that conducts concession product inspection prior to entry into the terminal sterile area (16 hours/seven days per week), one shift supervisor (24 hours/seven days per week) for airfield security posts and one shift supervisor (18 hours/seven days per week) for terminal and curbside traffic posts. One Account Manager (40 hours/seven hours per week) and one Post Commander (8 hours/five days per week) are assigned to effectively manage logistics, training, hiring, coaching, counseling, terminations and administrative functions related to the private security workforce covering over 8,000 monthly staffing hours at JWA.

TABLE 1: JWA Private Security Posts

Contract/Amendment Dates	Number of Security Positions/Posts
February 1, 2017 to January 31, 2020	Original Contract: (3) Airfield Vehicle Access Posts (1) Terminal C Exit Lane Post (1) Concession Product Screening Post (1) Security Shift Supervisor
February 1, 2020 to January 31, 2022	Amendment One - Contract Extension for two years and added: (1) Security Site Supervisor
July 1, 2020 to January 31, 2022	Amendment Two - Added: Phase One: (3) Arrival Level Curbside Traffic Posts (1) Air Cargo Vehicle Access Post Phase Two: (3) Departure Level Curbside Traffic Posts
February 1, 2022 to January 31, 2025	JWA Subordinate Contract: (7) Curbside Traffic Posts (4) Airfield Vehicle Access Posts (2) Security Shift Supervisors (1) Terminal C Exit Lane Post (1) Concession Product Screening Post (1) Security Site Supervisor (1) Account Manager

Additionally, AUS will be required to provide a small automobile for supervisor transportation between various security posts. All associated vehicle costs are covered by a monthly \$1,200 fee.

This Contract also provides a \$50,000 contingency for unforeseen private security needs not specified in this Contract but within the scope of work.

The Contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form. Prior to contract expiration, JWA plans to issue a solicitation to continue services

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment; or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since the action authorized herein is for continued use of security protection services. This proposed activity is, therefore, not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 280, Airport Operating Fund, FY 2021-22 Budget and will be included in the budgeting process for future years.

The Contract referenced in this agenda item contains language that permits reductions or termination of the Contract immediately and without penalty if approved funding or appropriations are not forthcoming.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Subordinate Contract MA-280-22010553 with Universal Protection Service, LP DBA Allied Universal Security Services

Attachment B – Regional Cooperative Agreement RCA-017-22010008

Attachment C – Contract Summary Form

Attachment D – Memorandum of Recommendation

Attachment E – Title 49 Code of Federal Regulations Part 1542 - Airport Security

SUBORDINATE CONTRACT MA-280-22010553

FOR

ARMED SECURITY GUARD SERVICES

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

UNIVERSAL PROTECTION SERVICE, LP

DBA ALLIED UNIVERSAL SECURITY SERVICES

**JOHN WAYNE AIRPORT
ORANGE COUNTY**



**SUBORDINATE CONTRACT MA-280-22010553
FOR
ARMED SECURITY GUARD SERVICES**

This Subordinate Contract MA-280-22010553 for Armed Security Guard Services (“Contract”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through its department John Wayne Airport (“County” or “JWA”), and Universal Protection Service, LP DBA Allied Universal Security Services, with a place of business at 1551 N. Tustin Ave, Suite #650, Santa Ana, CA (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Regional Cooperative Agreement (RCA) RCA-017-22010008
- Attachment B – JWA Requirements
- Attachment C – Staffing Plan and Hours
- Attachment D – JWA Specific Equipment

RECITALS

WHEREAS, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Agreement (“RCA”) Contract RCA-017-22010008 for Armed Security Guard Services, effective October 1, 2021 through September 30, 2026 (“Master Contract”); and

WHEREAS, the Parties desire to enter into Subordinate Contract MA-280-22010553 for Armed Guard Services, effective February 1, 2022 through January 31, 2025, for a Total Contract Amount Not to Exceed \$8,618,266.82 (“Contract”); and

WHEREAS, Contractor agrees to provide Armed Security Guard Services in accordance with the terms, conditions and pricing of the Master Contract and this Contract; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Armed Security Guard Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. Subordinate Contract:** Contractor agrees to provide Armed Security Guard Services in accordance with the terms, conditions and pricing of the Master Contract, incorporated by this reference and attached hereto as Attachment A, and this Contract as set forth below.
- B. Non-Discrimination:** Notwithstanding the terms and conditions set forth in Master Contract, Contractor agrees to the following:

- a. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- b. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including

but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which Contractor shall provide Armed Security Guard Services at the County's request, in accordance with RCA-017-22010008.
2. **Term of Subordinate Contract:** The initial term of this Contract shall become effective February 1, 2022 and shall continue for three (3) years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional consecutive years. The County does not have to give reason if it elects not to renew. Renewals are contingent upon renewal of RCA-017-22010008 ("Master Contract").
4. **Compensation & Payment:** Contractor agrees to provide Armed Security Guard Services in accordance with the terms and conditions of the RCA-017-22010008, including its attachments, at the fixed rates as set forth in Attachment B – Compensation and Pricing of RCA-017-22010008 and Attachment B – JWA Requirements of Subordinate Contract MA-280-22010553 with a Total Contract Amount of \$8,618,266.82:

 Contract Amount for Year 1 shall not exceed: \$2,792,628.48
 Contract Amount for Year 2 shall not exceed: \$2,873,422.18
 Contract Amount for Year 3 shall not exceed: \$2,952,216.16
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).
 - A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
 1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
 2. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
 3. Background check fees are provided at the first appointment
 4. Employees must provide two government-issued IDs at the first appointment.
 5. STA and/or CHRC results are received.
 6. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
 7. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
 8. Upon successful completion of the required training, employees will receive their ID Badge.

9. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of the Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
3. JWA security badge is nontransferable.
4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
6. No worker shall be used in performance of this work that has not passed the background check.
7. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.
8. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All

applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

9. **Fidelity/Dishonesty Bond:** Each guard provided under this Contract shall have at the time of service an Employee Dishonesty/Crime Policy including coverage for clients' property with a minimum limit of \$100,000 including the County of Orange/John Wayne Airport as Loss Payee, as its interests may appear. A Loss Payee endorsement evidencing that the County of Orange/John Wayne Airport is a loss payee shall accompany the Certificate of Insurance. The insurance policy shall remain in full force and effect for the duration of the Contract.
10. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Universal Protection Service, LP,
DBA Allied Universal Security Services
Attn: Steve Nsaif, Project Manager
1551 N. Tustin Ave., Suite #650
Santa Ana, CA 92705
Phone: 714-231-5872
Email: steve.nsaif@aus.com

County's Project Manager: JWA/Operations Administration
Attn: Richard Steele, Project Manager
18601 Airport Way
Santa Ana, CA 92707
Phone: 949-252-5264
Email: rsteele@ocair.com

cc: JWA/Procurement
Attn: V. Monique Touch, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: 714-338-0435
Email: vtouch@ocair.com

11. **Payment – Invoicing Instructions:** All invoices associated with this Subordinate Aggregate Contract shall be forwarded to Accounts Payable at:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address
- C. Contractor's Federal Taxpayer ID Number
- D. Delivery/service address
- E. Subordinate Contract MA-280-22010553
- F. Date of invoice and invoice number
- G. Product/service description, quantity, and prices
- H. Sales tax, if applicable
- I. Freight/delivery charges, if applicable
- J. Total

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

(Signature page follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES***

	Steve Claton	Region President, SW Region	10/25/2021
Signature	Name	Title	Date


Signature	Name	Title	Date
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**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: 

Deputy

Name: Mark Sanchez

Date: 10-27-21

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
REGIONAL COOPERATIVE AGREEMENT RCA-017-22010008**

ATTACHMENT B JWA REQUIREMENTS

I. SCOPE OF WORK

Contractor shall provide Armed Security Guard Services to John Wayne Airport (JWA) in accordance with RCA-017-22010008 Attachment A, Scope of Work, and this Subordinate Contract MA-280-22010553 as further detailed below.

II. CONTRACTOR'S RESPONSIBILITY

- A. Department of Homeland Security (DHS) Safety Act: Contractor must have and maintain all DHS Safety Act certifications/designations for anti-terrorism and critical infrastructure security services.
- B. Additional Services: Contractor may be asked to provide additional armed or unarmed services. Additional services will be paid by the hourly rate as listed in Attachment B –Pricing and Compensation with no minimum amount of hours required per request. Upon County's written request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- C. Contractor shall comply with the California meal break and rest break and overtime laws and regulations.

III. HOLIDAYS AND OVERTIME

- A. Overtime: Overtime is described as over forty (40) hours per week. Overtime rates will only be paid with prior approval by JWA.
- B. Holiday Pay: JWA authorizes holiday pay on six (6) Contractor observed holidays. Contractor observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday rates shall be calculated at time and a half.

IV. DOCUMENTATION REQUIREMENTS

- A. Reports: Daily Activity Reports and Incident Reports must be completed electronically by all personnel while on shift and distributed to all contacts provided by the Project Manager or designee within twenty-four (24) hours of shift completion.

At a minimum, Daily Activity Reports must include dates, times, and information related to the following:

- Shift start time and end time.
- Meal and rest break times
- Supervisor/manager notified at shift start
- Supervisor/manager notified at shift end
- Vehicle inspections
- Product delivery inspections
- Validation of Airport-Issued ID Badges and other credential(s) or IDs

- Other significant post activity
- B. **Daily Watch List:** A list of all personnel assigned to JWA posts must be distributed daily to all contacts provided by the Project Manager or designee. At a minimum, the list must include the following:
- Last Name
 - First Name
 - Middle Initial
 - Assigned Post
 - Start Time
 - End Time
 - SIDA Badge #
- C. **Monthly Certification, Training, and Permit Reports:** Contractor must provide a monthly report of all JWA assigned personnel certification, training, and permit dates. The list must include the following, at a minimum:
- Last Name
 - First Name
 - Middle Initial
 - SIDA Badge #
 - SIDA Activation Date
 - SIDA Expiration Date
 - Guard License #
 - Guard License Expiration Date
 - Initial JWA Security Guard Training Date
 - Specific Post Training Date (Initial or Recurrent)

**ATTACHMENT C
STAFFING PLAN AND HOURS**

The substitution or addition of other key individuals, in any given category or classification, shall be allowed only with prior written approval of County Project Manager or designee.

County, at its option, may adjust the schedule at any given location at any time during the term of the Contract upon written notice to Contractor.

Charges will be adjusted, as necessary, based on the hourly rates stated in the Master Contract.

* All positions listed below shall be Standard Officer & SIDA Cleared.

Positions/Security Posts*	Approximate Daily Work Hours	Work Days
On-Site Account Manager	Minimum of 8 hours per day	Monday to Friday, on call for emergency incidents
Unarmed Site Supervisor	Minimum of 8 hours per day	Monday to Friday, on call for emergency incidents
Unarmed Supervisor - Airfield (Day, Swing, & Graveyard Shifts)	24 hours	7 days per week
Unarmed Supervisor - Terminal (Day & Swing Shifts)	16 hours	7 days per week
Unarmed Guard - Vehicle Access Post #1	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #2	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #3	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #4 (Air Cargo)	6 hours	Monday - Friday
Unarmed Guard - Terminal C Exit Post	18 hours	7 days per week
Unarmed Guard - Concession Product Delivery Post	16 hours	7 days per week
Unarmed Guard - Terminal A Departure Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal A Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard - Terminal B Departure Unarmed Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal B Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard - Terminal C Departure Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal C Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard - Curbside Traffic Relief	16 hours	7 days per week
Guard - Additional Services	As needed	As needed

**ATTACHMENT D
JWA SPECIFIC EQUIPMENT, INFORMATION, AND UNIFORMS**

Contractor shall provide JWA assigned security personnel with the following equipment/items. Note: the below list is to clarify, not add, items specific to JWA.

Only Contractor issued outer garments maybe worn while personnel are at their assigned post, i.e. coats, sweaters, safety vests, rain gear, etc.

Positions/Security Posts	Equipment/Items Provided by JWA	Equipment/Items Provided by Contractor
On-Site Account Manager	<ul style="list-style-type: none"> -Office space -Phone and computer port -800 MHZ Radio and accessories -Original Post Orders, amendments, and training documents 	<ul style="list-style-type: none"> -VOIP Phone -Desktop PC -Desk -Chair -Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Reflective safety vest with "Security" printing on the back -Rain Gear
Supervisors	<ul style="list-style-type: none"> -Office space for shared desk -Phone and computer port -800 MHZ Radio and accessories (one issued to the Airfield Supervisor and one issued to the Terminal Supervisor) 	<ul style="list-style-type: none"> -Vehicle* -VOIP Phone -Desktop PC -Desk -Chair -Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Rain Gear -Reflective safety vest with "Security" printing on the back -Post Orders, amendments, and training documents
Guard - Vehicle Access Post #1	<ul style="list-style-type: none"> -Guard Shack -Chair -VOIP Phone -800 MHZ Radio and accessories (one radio per post) 	<ul style="list-style-type: none"> -Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Rain Gear -Reflective safety vest with "Security" printing on the back -Post Orders, amendments, and training documents
Guard - Vehicle Access Post #2		
Guard - Vehicle Access Post #3		
Guard - Vehicle Access Post #4 (Air Cargo)		

Positions/Security Posts	Equipment/Items Provided by JWA	Equipment Provided By Contractor
Guard - Terminal C Exit Post	-Podium -Chair -VOIP Phone -800 MHZ Radio and accessories	-Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Reflective safety vest with "Security" printing on the back -Post Orders, amendments, and training documents
Guard - Concession Product Delivery Post		-Cell Phone/mobile device and related accessories*** -Emergency kit/first aid kit -Uniform -PPE -Post Orders, amendments, and training documents
Guard - Terminal A Departure Curbside Traffic	-Podium at each post	-Cell Phones/mobile devices and related accessories at each position*** -Emergency kits/first aid kits at each position -Traffic Marshaling Wands -Uniform -PPE -Post Orders, amendments, and training documents
Guard - Terminal A Arrival Curbside Traffic	-Chair at each post	
Guard - Terminal B Departure Curbside Traffic	-800 MHZ Radio and accessories at each post	
Guard - Terminal B Arrival Curbside Traffic	-Suitable space for employees to eat meals.	
Guard - Terminal C Departure Curbside Traffic		
Guard - Terminal C Arrival Curbside Traffic		
Guard - Curbside Traffic Relief		
Guard - Additional Services	As needed	As needed

*Vehicle: One (1) small vehicle for transportation between various security posts and is authorized at the rates set forth in Attachment B – Compensation and Pricing of RCA-017-22010008.

**Mobile Devices: Security Guards and Supervisors must be able to complete Daily Activity Reports and Incident Reports electronically via a mobile device or laptop connected to a cellular signal. Mobile devices must be able to receive emergency notifications from the JWA Emergency Notification System (Alert JWA).

***Cell Phone/Mobile Device: There is not a hard wired phone in these locations. Security Guards working these posts must be able to use a Contractor provided cell phone to contact JWA, Orange County Sheriff's Department (OCSD), and Contractor Supervisors. If the cell phone can be used to make phone calls and complete reports, only one device is needed.

**ACTION BY WRITTEN CONSENT
OF THE GENERAL PARTNER OF
UNIVERSAL PROTECTION SERVICE, LP**
August 16, 2021

The undersigned general partner (the "General Partner") of Universal Protection Service, LP, a California limited partnership (the "Company"), acting in such capacity, hereby adopts the following resolutions pursuant to California law, the operating agreement of the General Partner and the Limited Partnership Agreement of the Company, which authorize the General Partner to so act:

RESOLVED, that the following employee of the Company, Steven Claton, President, Southwest Region, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

Request for Proposals No. 017-C028804-SL Armed Security Guard Services, Issued by the County of Orange, CA, County Executive Office/County Procurement Office on July 22, 2021,

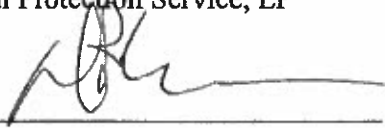
including without limitation, executing and delivering in the Company's name and on its behalf bids or proposals for service contracts, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Steven Claton, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned general partner of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

Universal Protection GP, LLC general partner of
Universal Protection Service, LP

By: _____


David I. Buckman
Secretary



REGIONAL COOPERATIVE AGREEMENT RCA-017-22010008
BETWEEN
THE COUNTY OF ORANGE
AND
UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES
FOR
ARMED SECURITY GUARD SERVICES

THIS Contract **RCA-017-22010008** for Armed Security Guard Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and **Universal Protection Service, LP, DBA Allied Universal Security Services**, with a place of business at **1551 N. Tustin Ave., Suite #650, Santa Ana, CA 92705** (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
 Attachment B – Compensation and Pricing
 Attachment C – Basis of Deductions

RECITALS

WHEREAS, County solicited via a Request for Proposal (“RFP”) for Armed Security Guard Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Armed Security Guard Services to County; and

WHEREAS, Contractor agrees to provide Armed Security Guard Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, Contractor agrees to accept payment set forth in Contractor’s pricing, attached hereto as Attachment B and incorporated herein; and

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein,

and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, the price stated in Attachment B does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any change of ownership without prior written approval. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

A. If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

B. Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence \$10,000,000 aggregate \$20,000,000 aggregate if defense costs outside limit
Automobile Liability for owned, non-owned and hired vehicles	\$10,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **CEOCPOInsurance@ocgov.com**.

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

1300 S. Grand Ave., Ste. A, 2nd Floor, Santa Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be "Return to Sender".

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.

S. Confidentiality: Contractor must maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Intentionally Omitted.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** Contractor warrants that it is and will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's records before final payment is made.
- Contractor must maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such

approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Armed Security Guard Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
2. **Term of Contract:** This Contract shall commence on October 1, 2021 and continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Amendments – Changes/Extra Work:** Contractor shall make no changes to this Contract without County's express prior written consent. In the event that there are new or unforeseen requirements, County with Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
 - a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
 - c. Terminate the Contract immediately without penalty.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
8. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to terminate this Contract in accordance with the Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

9. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
10. **Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
11. **Contractor's Project Manager:** Contractor's Project Manager, as specified in Paragraph 33, Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
12. **County's Project Manager:** County's Project Manager, as specified in Paragraph 33, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager within three (3) calendar days after written notice by County's Project Manager. Contractor shall accomplish the removal of Contractor personnel within two hours of such notice. For security guards and supervisors, Contractor shall remove such security guards and supervisors from the or assignment upon arrival of a replacement security guard or supervisor, unless directed to remove the employee sooner. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel. Contractor shall not reassign removed Contractor personnel to perform work under any other County contract without the advance written consent of County's Project Manager.

13. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.
14. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract.
15. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
16. **Contractor Personnel – Uniform/Badges/Identification:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent

must be notified in writing, within seven (7) calendar days of notification of execution of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes in this procedure.

17. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
18. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
19. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
20. **Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in termination of the Contract. County has the right to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.
21. **Default – Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- i. Contractor has made false certification, or
- ii. Contractor violates the certification by failing to carry out the requirements as noted above.

23. Disputes – Contract:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Paragraph K.

- 24. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
- 25. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County

approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 26. Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 27. Faithful Performance Bond:** Contractor will provide to County a Faithful Performance Bond in an amount equal to 25% the annual Contract amount. Bonds must be submitted to County on County provided forms within seven (7) calendar days of award notification and prior to the official Contract award. Prior to the provisions of services under this Contract, Contractor agrees to purchase the required bond at Contractor's expense and to deposit with County the required bond necessary to satisfy County requirements and to keep such bond on deposit with County during the entire term of this Contract. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Offices of County Counsel and Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

County shall return bonds to Contractor after successful completion of all Contractor's obligations and services required under the Contract.

- 28. Fidelity/Dishonesty Bond:** Each armed guard provided under this Contract shall have at the time of service (a) a Fidelity/Dishonesty Bond for no less than \$100,000 per occurrence; or (b) an Employee Dishonesty/Crime Policy including coverage for clients' property with a minimum limit of \$100,000 including the County of Orange/John Wayne Airport as Loss Payee, as its interests may appear. Said bond or insurance policy shall remain in full force and effect for the duration of the Contract.
- 29. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply

shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 30. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 31. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from County through the County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 32. No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 33. Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: **Universal Protection Service, LP,
DBA Allied Universal Security Services**
Attn: Steve Nsaif, Project Manager
1551 N. Tustin Ave., Suite #650
Santa Ana, CA 92705
Phone: 714-231-5872
Email: steve.nsaif@aus.com

cc: Attn: Tad Garabedian, Government Specialist
Phone: 213-800-2996
Email: tad.garabedian@aus.com

County: **County of Orange
County Executive Office/County Procurement Office**
Attn: Sapreena Leoso, County Deputy Purchasing Agent
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705-4434
Phone: 714-567-7363
Email: Sapreena.Leoso@ocgov.com

- 34. Orderly Termination:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon prior written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective

date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each Party must promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

35. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
36. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
37. **Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
38. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
39. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
40. **Regional Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor is required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

41. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
42. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

43. **Security Requirements:** Upon request by County department and at Contractor's expense, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- A. Perform background checks as to past employment history; Contractor may not rely on County's background security clearance as set forth in Paragraph 52, Background Clearance.
 - B. Inquire as to past criminal felony convictions.
 - C. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

Only those Contractor employees who pass the background check may be assigned to provide security guard services under this Contract.

44. **Background Clearance:** Upon request by County department at any time and at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor must email a list of current employees who will be assigned to perform services under this Contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance. Contractor must email the department Project Manager anytime a Contractor's employee is newly assigned to perform services under this Contract so that the department can conduct a background investigation of the newly assigned employee. Contractor also must email the department Project Manager the name of the separation of any approved employee who leaves Contractor's employment within thirty (30) calendar days of such separation.

With Contractor's cooperation, County may conduct a background investigation on each Contractor employee identified as assigned to perform services under this Contract. The background investigation may include, but not limited to, an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. Only those Contractor employees who pass the background clearance may be assigned to provide security guard services under this Contract. County will not provide to Contractor any information obtained through County's background investigation. The security clearance request is valid for five (5) years from the date of issuance or until the Contract expires or the employee separates from Contractor. Contractor must submit a timely updated security clearance

request for an employee. If there is a lapse in security clearance, Contractor must remove and replace the employee from performing services under this Contract. County may deem a repeated failure of Contractor to provide timely updated security clearance requests as a material breach of this Contract and terminate this Contract for cause pursuant to Paragraph K, Termination.

45. **Non-Exclusivity:** Nothing herein shall prevent County from providing for itself or obtaining from any third party, at any time during the term or thereafter, services in any way analogous, similar, or comparable to the services being provided under this Contract. Nor shall anything in this Contract be construed or interpreted as limiting County's right or ability during the term to increase or decrease its demand for the services being provided under this Contract.
46. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
47. **Waivers:** Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.
48. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq..
49. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
50. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
51. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
52. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
53. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
54. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - A. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

55. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

56. Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B.** 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- C.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D.** Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E.** The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- F.** Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G.** The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H.** Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).


SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.



UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES*

If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

steve claton	President
Print Name	Title
	9/30/2021
Signature	Date

Print Name	Title
Signature	Date

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
	9/30/2021
Signature	Date

**ACTION BY WRITTEN CONSENT
OF THE GENERAL PARTNER OF
UNIVERSAL PROTECTION SERVICE, LP**

August 16, 2021

The undersigned general partner (the "General Partner") of Universal Protection Service, LP, a California limited partnership (the "Company"), acting in such capacity, hereby adopts the following resolutions pursuant to California law, the operating agreement of the General Partner and the Limited Partnership Agreement of the Company, which authorize the General Partner to so act:

RESOLVED, that the following employee of the Company, Steven Claton, President, Southwest Region, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

Request for Proposals No. 017-C028804-SL Armed Security Guard Services, Issued by the County of Orange, CA, County Executive Office/County Procurement Office on July 22, 2021,


including without limitation, executing and delivering in the Company's name and on its behalf bids or proposals for service contracts, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Steven Claton, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned general partner of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

Universal Protection GP, LLC general partner of
Universal Protection Service, LP

By:



David I. Buckman
Secretary

ATTACHMENT A
SCOPE OF WORK

I. GENERAL INFORMATION

Respondent shall provide Armed Security Guard Services to various departments located throughout the County of Orange. Armed Security Guard Services are requested on a scheduled and as-needed basis and usage is not guaranteed. Location(s) may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the Contract. Assignments include armed supervisor (24/7) and armed vehicle gate post (24/7). Assigned supervisors and security guards are considered a part of County departments security policy that utilize the Contract and will work closely with County's Project Manager and/or designee.

II. COMMAND CENTER

Contractor shall maintain a fully staffed operation dedicated to County 24 hours a day/7 days a week/365 days a year for the purpose of monitoring services under this Contract.

III. CONTRACTOR RESPONSIBILITY

Contractor shall:

- A. Provide security guards and supervisors as requested by County on an as-needed basis and on a 24-hour, seven-days-per-week basis, including during normal County business hours, after hours, and County-recognized holidays.
- B. Must be able to provide personnel who can pass security/background check requirements for security badge issuance, as listed in the Proposed Model Contract.
- C. Provide security guards and supervisors who are capable of exercising sound judgment under both routine and stress conditions.
- D. Provide a small vehicle for supervisor transportation between the various security posts.
- E. Provide security guards who can complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- F. Provide security guards that are physically able to perform all of the required duties.
- G. Provide security guards that have the ability to communicate with the County Project Manager and other authorized staff at all times during their shift.
- H. Provide security guards that have been thoroughly:
 - 1. Trained in their capacity as security guards.
 - 2. Trained in the requirements of this Contract.
 - 3. Trained on the facility included under this Contract.
 - 4. Trained on the procedures included under this Contract.
- I. Assign fully trained security guard(s) for the assignment and maintain fully trained security guard(s) on that assignment except for illness, injury or excused absence.
- J. Provide replacement security guards who are trained and knowledgeable on assigned tasks and responsibilities.
- K. Ensure that security guards remain on duty, and are performing the assigned duties, throughout the entire designated shift. **Late arrivals and absences are not acceptable.** In the event that a security guard is unable to report on time for a work shift or to report for a work shift, Contractor shall advise County's Project Manager prior to the scheduled starting time and shall provide a substitute security guard within one hour of the scheduled work shift.

- L. Provide direction and assistance to security guards.
- M. Ensure security guards have been and are trained in all necessary equipment, including transportation, required to complete their assignment(s).
- N. Enforce Zero Tolerance Drug Testing on security guard personnel assigned to perform services, without additional cost to County.
- O. Provide a security guard schedule with names a minimum of seven (7) calendar days in advance.
- P. Immediately remove any security guard from assignment upon instructions of County's Project Manager.
- Q. Change, add, delete, or modify assignments as requested and directed by County's Project Coordinator.
- R. Comply with the meal break and rest break and overtime laws and regulations of the State of California.
- S. Provide the following security personnel:
 1. An on-site Account Manager dedicated to specific County Departments, if requested, to manage the day-to-day security post operations, administrative tasks, training, logistics coordination, reporting, hiring/selection, new hire on-boarding, scheduling, payroll, training, coaching, developing, disciplinary action, terminations, supporting security supervisors and guards, and serve as the primary point of contact for the County's Project Manager. This manager must have a minimum of 5 years of management experience overseeing a comparable size private security account with over 7,000 employee hours worked per month. Reference detailed position requirements below.
 2. Two patrolling field supervisors with the responsibility of supervising and supporting on-duty personnel, providing breaks, short term schedule coordination such as unplanned time off, on-the-job training, customer service, conflict resolution, coordination with on-duty County personnel, and support to security guards. Supervisors must have a minimum of 5 years of private security, military, law enforcement, or comparable security industry experience. Reference detailed position requirements below.
 3. Security Guards to staff all County Department posts. Guards must have a minimum of 2 years of private security, military, law enforcement, or comparable security industry experience. Reference detailed position requirements below.
- T. Ensure all personnel employed for the purpose of performing duties under the Contract must:
 1. Be a legal resident of the United States.
 2. Understand that they will be interacting with a diverse group of patrons, the traveling public, County employees, tenants, and stakeholders.
 3. Understand that they will be communicating in-person, via radio, and via telephone.
 4. Effectively communicate and follow written and oral instructions in English.
 5. Exhibit character and demeanor that is pleasant and courteous to clients and staff at all times.
 6. Must exhibit professional and respectful verbal and written communication.
 7. Security guards must have two (2) year's experience as a state-licensed security guard.
 8. Be able to comply with written Standard Operating Procedures (SOP), regulations, and Post orders.
 9. Be sensitive to the wide range of ethnic diversity of patrons, public and staff.
 10. Be physically and mentally capable of performing assigned tasks.
 11. Be able to perform duties outlined with authority, quickly, quietly; yet not abusive, abrasive or threatening.
 12. Be thoroughly trained:

- In general customer service, traffic safety, and vehicle inspection training prior to post assignments.
 - On all necessary equipment, including transportation, radio use, cell phone use, daily activity report requirements, and other tasks required to complete their assignment(s).
 - To perform their roles as security guards, supervisors, and manager.
 - On the requirements of this Contract.
 - On the facility included under this Contract.
 - On the procedures included under this Contract.
- U. Contractor shall make available to County the following employment information for each assigned security guard:
1. Employee name
 2. Employer name
 3. Initial hire date
 4. Total employment time with employer in months and/or years
 5. Job title or position
 6. Licenses/Permits:
 - Copy of California Private Patrol Operators License
 - Copy of California Department of Consumer Affairs, Bureau of Security and Investigative Services, Security Guard Permit (for all security guards).
 - Copy of California Department of Consumer Affairs, Bureau of Security and Investigative Services, Firearms Permit (for all armed security guards).
- V. Contractor shall be liable for any damage or injury resulting from the accidental discharge of a security guard's or supervisor's firearm. Contractor shall fully cooperate with County in the investigation of such situations, including but not limited to, providing any documentation requested by County's Project Manager and allowing Contractor employees to be interviewed by County at a County facility.

IV. CONTRACTOR'S FIELD SUPERVISOR REQUIREMENTS AND RESPONSIBILITIES

Field Supervisors shall:

- A. Have a minimum of 5 years of private security, military, law enforcement, or comparable security industry experience.
- B. Successfully pass security/background check requirements to receive an ID Badge by County Departments, when needed.
- C. Exercise sound judgment under both routine and stressful conditions.
- D. Complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- E. Be physically able to perform all of the required duties.
- F. Provide direction and assistance to security guards.
- G. Professionally and respectfully communicate with County's Project Manager and other County Department employees, tenants, and stakeholders at all times during their shift.
- H. Provide direct oversight to on-duty security guards.
- I. Perform duties pursuant to the specific post orders, approve all reports, and ensure appropriate follow-up distribution.
- J. Maintain an accurate record showing the name of every employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

- K. Provide relief of assigned guards for breaks, lunch, emergencies or similar instances, as required by the Parties or by law.
- L. Supervisors may be assigned minimal tasking as mutually agreed upon by Contractor and County.
- M. Provide lessons learned, shift briefing topics, post order amendments, and other safety/security information to security guards throughout their shift.
- N. Provide recurrent and remedial training to security guards.
- O. Document all training activity and provide to the on-site Account Manager.
- P. Attend meetings and other training upon request of County Department.
- Q. Ensure that security guards remain on duty and are performing the assigned duties throughout the entire designated shift. Late arrivals, abandoned posts, and early departure of personnel are not acceptable.

V. SECURITY GUARD SERVICES TO BE PROVIDED

Security Guards shall:

- A. Report to the site on or before the designated start of shift ready to begin work.
- B. Check in with County's Project Manager or designated County Department representative upon arrival to inquire if there are any special situations/circumstances he/she should be aware of on that day.
- C. Document the supervisor, manager, or County Department representative they spoke to upon arrival for their shift.
- D. Observe and report any suspicious activities to Sheriff's Department at (949) 252-5000.
- E. Report security problems to Sheriff's Department at (949) 252-5000 immediately.
- F. Request the assistance of Sheriff at (949) 252-5000, if any individual becomes abusive or unmanageable.
- G. Record the date and time for each patrol in the Daily Activity Report (DAR).
- H. Prepare DAR recording all patrols, incidents, and other pertinent data.
- I. Complete, sign and provide a written report of all incidents and occurrences to County's Project Manager within 24 hours of the incident.
- J. Report damage problems to County's Project Manager.
- K. Discourage individuals from gathering/meeting in a disruptive way or in any way.
- L. Immediately respond to each page/call.
- M. Check out with their supervisor or manager prior to leaving their post assignment.

VI. SECURITY GUARD REQUIRED EQUIPMENT, INFORMATION AND UNIFORMS

- A. Contractor shall provide each security guard:
 1. With County Departments SOPs, Post Orders, necessary training and reference material specific to each post.
 2. A pager, radio, or cell phone with batteries and back-up batteries with charging equipment.
 3. Operable flashlights and rain gear during inclement weather.
 4. Appropriate report forms.
 5. Telephone numbers for emergency services (fire, theft, medical emergency, etc.).
 6. Emergency telephone numbers for Contractor and principal representatives of Contractor.
 7. A copy of Contractor's company rules and operating procedures. Contractor shall submit a copy of the company rules and operating procedures to County's Project Manager.

8. Company provided email.
9. Laptop or additional mobile device (i.e. tablet, iPad, etc.) to document electronic daily activity reports. (NOTE: If electronic daily activity reports can be completed via the mobile phones, disregard the need for laptop or additional mobile device.)
10. Ensure that each armed security guard has a copy of the post orders for the assigned location.
11. Uniforms and PPE detailed below.

B. County shall provide to Contractor:

1. Post order, regulatory, procedure and training content.
2. 800MHz radio (Public Safety portable radio equipment).
3. Access to restroom facilities.
4. Emergency and routine County contact information.
5. Access to office space, limited internet access, and phone connection for supervisors and management personnel.

C. Contractor shall require each armed security guard to wear clean, pressed, un-torn, and properly fitted uniforms at all times; consisting minimally of the following items, unless otherwise further noted under the terms of this Contract:

1. Trousers/Skirt
2. Shirt/Blouse
3. Belt
4. Socks and Shoes
5. Shoulder patch on both arms
6. Rain gear (as needed)
7. Picture Identification
8. Name Tags
9. Jacket with Company insignia (as needed)
10. Safety vests with "Security" printed on the back for curbside traffic officers
11. Other PPE, as required by Contractor or County Department
12. Legally Registered Firearm

D. Contractor shall replace worn or torn uniforms at Contractor's expense. County reserves the right to approve or have input on uniform style, color, appearance, and proper fit.

VII. SECURITY GUARD POST ORDERS

A. Guard Post Orders:

1. An initial copy of all Guard Post Orders will be provided to Contractor by County's Project Manager.
2. Additional copies of Guard Post Orders will be provided at each guard post for use by security guard staff.
3. An updated copy, if needed, of Guard Post Orders will be provided to Contractor in accordance with the notice provisions herein. The updated copy will be effective immediately upon issuance.

- B.** General content of Guard Post Orders:
1. Guard Duties
 2. Department Emergency Notification Telephone Numbers and Procedures
 3. Hours of Operation
 4. Security System Operating Instructions
 5. Facility Maps
 6. Specific Attention Items
- C.** County's Project Manager or designee may issue special instructions on a daily basis in addition to General Post Orders to address specific conditions (e.g., access to a designated Contractor personnel for afterhours work, etc.).

VIII. SECURITY GUARD POSTS – JOHN WAYNE AIRPORT ONLY

- A.** Contractor shall maintain minimum staffing for the following airport security positions and posts. All personnel must complete the required background checks and training to receive an Airport-issued Security Identification Display Area Badge, as well as John Wayne Airport (JWA) post-specific training.

POSITIONS/SECURITY POSTS	GUARD	APPROXIMATE DAILY WORK HOURS	WORK DAYS
Account Manager		Minimum of 8 hours per day	Monday - Friday. On call for emergency incidents
Supervisors (Day Shift and Swing Shift)		16 hours	7 days per week
Supervisor (Graveyard Shift)		8 hours	7 days per week
Guard - Vehicle Access Post #1		24/7	7 days per week
Guard - Vehicle Access Post #2		24/7	7 days per week
Guard - Vehicle Access Post #3		24/7	7 days per week
Guard - Vehicle Access Post #4		8 hours	Monday - Friday
Guard - Terminal Exit Post		16 hours	7 days per week
Guard - Concession Product Delivery Post		16 hours	7 days per week
Guard - Terminal A Departure Curbside Traffic		16 hours	7 days per week
Guard - Terminal A Arrival Curbside Traffic		16 hours	7 days per week
Guard - Terminal B Departure Curbside Traffic		16 hours	7 days per week
Guard - Terminal B Arrival Curbside Traffic		16 hours	7 days per week
Guard - Terminal C Departure Curbside Traffic		16 hours	7 days per week

Guard - Terminal C Arrival Curbside Traffic	16 hours	7 days per week
Guard - Temporary, Short-Term Security Post(s)	As needed	As needed

- B.** Complete all company, Airport ID Badge, and JWA security guard post specific training.
- C.** Post-specific training would focus on traffic control procedures as well as customer service and emergency response protocols. Contractor's security guards must enforce security rules and regulations, as well as loading and staging rules as prescribed by County. Security guards must help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e., Uber/Lift/taxi service). Security guards must monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and must monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.
- D.** The lead officer would be tasked with supervising this detail exclusively and would act as a roving breaker. No post would be unattended under this scenario and no California meal break and rest break laws would be violated.
- E.** Contractor must provide the addition of an armed officer post located at the Cargo Gate. The Cargo Gate officer is responsible for access control, specifically unauthorized entry, inspection of access credentials, etc. at the Cargo Gate. Deployment proposed:
- **2:00pm – 8pm Monday through Friday**
- F.** Contractor's failure to provide armed security guard services shall require JWA/Sheriff Operations to provide back-up. Contractor shall be charged the current hourly rate, including benefits and County overhead, for the Sheriff Special Officer to the nearest quarter hour and the Administrative Cost as listed in Attachment C – Basis of Deductions. The current hourly rate inclusive of all benefits as of July 1, 2011 is \$65.35.
- G. Description of Additional positions**
- 1. Curbside Unarmed Guard:** Unarmed security guards who are trained to perform traffic control procedures as well as customer service and emergency response protocols. These unarmed security guards must enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security guards must help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e., Uber/Lift/taxi service). Security guards must monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and must monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.
 - 2. Curbside Lead Guard:** The curbside lead guard will assist curbside guards perform same traffic control procedures and customer service. Lead guards will provide supervisory oversight of curbside program and will provide meal and rest breaks for the curbside guards.

3. **Armed Cargo Gate Guard:** Armed cargo gate guard is subject to the same training, backgrounding, and qualifications of a standard armed guard on the Contract. This guard must monitor access control of cargo gate during operating hours in which cargo will be entering and leaving the cargo gate. Guard must check all credentials for access and deny any unauthorized access.

H. ON-SITE ACCOUNT MANAGER REQUIREMENTS AND RESPONSIBILITIES

On-Site Account Manager shall:

1. Have a minimum of 5 years of management experience overseeing a comparable size private security account with over 7,000 employee hours worked per month.
2. Successfully pass security/background check requirements to receive ID Badge when needed by County Departments.
3. John Wayne Airport Only: Complete all company, Airport ID Badge, and JWA security guard post specific training.
4. Be physically able to perform all of the required duties.
5. Exercise sound judgment under both routine and stressful conditions.
6. Oversee day-to-day private security operations to include hiring/selection, new hire onboarding, scheduling, payroll, training, coaching, developing, disciplinary action, termination, primary point of contact for the County's Project Manager, and supporting security supervisors and guards.
7. Perform administrative functions such as preparing and maintaining notices, meeting agendas, training guides, training sign-in sheets, shift briefing documents, and maintain employee training records required by Contractor.
8. John Wayne Airport Only: Develop, implement, and maintain operational procedures and training based on content provided by JWA.
9. John Wayne Airport Only: Provide initial, recurrent, on-the-job and remedial training specific to the company and to JWA post procedures.
10. Develop employees in both technical and professional skills through performance management.
11. John Wayne Airport Only: Build, improve, and maintain effective relationships with JWA divisions, County departments, tenants, stakeholders, and customers.
12. John Wayne Airport Only: Ensure all contractual scheduled hours are covered with professional, fully trained, Airport ID Badged personnel.
13. Ensure that security guards and supervisors remain on duty and are performing the assigned duties throughout the entire designated shift. Late arrivals, abandoned posts, and early departure of personnel are not acceptable.
14. John Wayne Airport Only: Attend regular meetings and training with JWA employees, tenants, and stakeholders.
15. John Wayne Airport Only: Take a proactive role in maintaining regular communication with the Airport Contract Manager regarding day-to-day security conditions, actions, and needs.
16. Handle any escalated security issues or emergency situations.
17. Procure, inventory, and maintain all equipment and supplies related to the account to include, but not limited to, mobile devices, uniforms, Personal Protective Equipment (PPE), vehicles, and computers.
18. Complete company Authorized Signatory responsibilities related to the ID Badge process and communication which includes the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge

audits, resolution to safety/security violations caused by the organization's employees.

I. SECURITY GUARD UNACCEPTABLE BEHAVIOR

Armed Security guard(s) employed for the purpose of performing duties under Contract shall not:

1. Carry batons, mace, or pepper spray while working on County property unless approved by County's Project Manager.
2. Wear head phones, listen to music, smoke, groom, or read unauthorized materials while on duty.
3. Conduct personal phone calls except in the event of an emergency.
4. Enter any area designated "off limits" by County's Project Manager except as needed to respond to an emergency.
5. Bring any type of electronic equipment, device, machine, or appliance for personal use on County property without prior approval from the County's Project Manager.
6. Bring visitors (including children and relatives) on the work site.
7. Use any County equipment (copy machines, faxes, computers, etc.).
8. Use any County telephone except as specifically needed to perform assigned duties.
9. Attempt to force or enforce corrective action (other than escort individuals from the premises).
10. Have any felony convictions, outstanding warrants, crimes of moral turpitude, and crimes involving domestic violence.
11. Be under the influence of drugs or alcohol while on duty.
12. Accept any gratuities.

J. SCHEDULING

1. Overtime must be authorized in advance by County's Project Manager or designated representative.
2. County, at its option, may adjust the schedule at any given location at any time during the term of the Contract upon written notice to Contractor. Charges will be adjusted, as necessary, based on the hourly rates stated in Contract.
3. County, at its option, may adjust the designated tasks at any time during the term of the Contract upon written notice to Contractor.

K. VEHICLE GATE KEYS

If guard gate keys are lost by Contractor's employees, Contractor shall notify Sheriff's Department immediately at (949) 252-5000.

L. ADDITIONAL SERVICES/EMERGENCIES

Contractor may be asked to provide additional armed services including for any substantially similar type of work not stated elsewhere in this Scope of Work. Additional services will be paid by the hourly rate as listed in Attachment B – Pricing and Compensation with no minimum amount of hours required per request.

Upon County's written request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County's Project Manager's written approval prior to commencing any additional work.

M. QUALITY ASSURANCE

County will monitor Contractor's performance under this Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance of the services set forth in this Attachment A. Any Contractor deficiencies that County determines are significant or continuing and that may jeopardize Contractor's performance of the Contract will be reported to Contractor. Contractor must provide a report, to be approved by County, within three (3) calendar days. The report must include improvement/corrective action measures to be taken by Contractor to rectify the deficiencies. If improvement does not occur consistent with the corrective action measures, County may terminate the contract in whole or in part.

**ATTACHMENT B
COMPENSATION AND PRICING**

I. COMPENSATION

This is fixed fee Contract between County and Contractor for Armed Security Guard Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes of the Contract’s General Terms and Conditions.

II. PRICING

County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work, including but not limited to, the following; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.** Payment shall be as follows:

Description	Unit	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Armed Security Guard Regular Rate	Hour	\$30.56	\$31.48	\$32.42	\$33.39	\$34.39
Armed Security Guard Holiday Rate	Hour	\$45.84	\$47.22	\$48.63	\$50.09	\$51.59
Unarmed Security Guard Regular Rate	Hour	\$24.74	\$25.48	\$26.24	\$27.03	\$27.84
Unarmed Security Guard Holiday Rate	Hour	\$37.11	\$38.22	\$39.36	\$40.55	\$41.76
Armed Security Guard Supervisor Regular Rate	Hour	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30
Armed Security Guard Supervisor Holiday Rate	Hour	\$52.38	\$53.96	\$55.58	\$57.24	\$58.95
Unarmed Security Guard Supervisor Regular Rate	Hour	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Unarmed Security Guard Supervisor	Hour	\$43.65	\$44.96	\$46.31	\$47.70	\$49.13

Holiday Rate						
Account Manager Regular Rate	Hour	\$55.17	\$56.83	\$58.53	\$60.29	\$62.10
Vehicle	Monthly	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00

JOHN WAYNE AIRPORT PRICING

Year 1	
Description	Hourly Rate
Armed Security Guard - Standard Officer & Sida Cleared	\$30.56
Armed Security Guard - County Backgrounded for Sensitive Sites	\$36.38
Unarmed Security Guard - Standard Officer & Sida Cleared	\$24.74
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$29.10
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$34.92
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$40.74
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$29.10
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$34.92
Armed Site Supervisor - Standard Officer & Sida Cleared	\$30.56
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$43.65
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$27.65
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$36.38
Account Manager	\$55.17
Description	Monthly Rate
Vehicle	\$1,200.00
Year 2	
Description	Hourly Rate
Armed Security Guard - Standard Officer & Sida Cleared	\$31.48
Armed Security Guard - County Backgrounded for Sensitive Sites	\$37.47
Unarmed Security Guard - Standard Officer & Sida Cleared	\$25.48
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$29.97
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$35.97
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$41.96
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$29.97
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$35.97
Armed Site Supervisor - Standard Officer & Sida Cleared	\$31.48
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$44.96
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$28.48
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$37.47
Account Manager	\$56.82
Description	Monthly Rate
Vehicle	\$1,200.00
Year 3	
Description	Hourly Rate
Armed Security Guard - Standard Officer & Sida Cleared	\$32.43
Armed Security Guard - County Backgrounded for Sensitive Sites	\$38.59
Unarmed Security Guard - Standard Officer & Sida Cleared	\$26.25
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$30.87
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$37.05
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$43.23
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$30.87

Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$37.05
Armed Site Supervisor - Standard Officer & Sida Cleared	\$32.43
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$46.31
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$29.34
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$38.59
Account Manager	\$58.52
Description	Monthly Rate
Vehicle	\$1,200.00
Year 4	
Description	Hourly Rate
Armed Security Guard - Standard Officer & Sida Cleared	\$33.41
Armed Security Guard - County Backgrounded for Sensitive Sites	\$39.75
Unarmed Security Guard - Standard Officer & Sida Cleared	\$27.04
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$31.80
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$38.16
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$44.53
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$31.80
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$38.16
Armed Site Supervisor - Standard Officer & Sida Cleared	\$33.41
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$47.69
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$30.21
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$39.75
Account Manager	\$60.27
Description	Monthly Rate
Vehicle	\$1,200.00
Year 5	
Description	Hourly Rate
Armed Security Guard - Standard Officer & Sida Cleared	\$34.41
Armed Security Guard - County Backgrounded for Sensitive Sites	\$40.94
Unarmed Security Guard - Standard Officer & Sida Cleared	\$27.85
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$32.76
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$39.31
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$45.87
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$32.76
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$39.31
Armed Site Supervisor - Standard Officer & Sida Cleared	\$34.41
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$49.12
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$31.11
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$40.94
Account Manager	\$62.08
Description	Monthly Rate
Vehicle	\$1,200.00

***Faithful Performance Bond for 25% of annual subordinate contract amount is required.**

- A. **Overtime Definition:** Overtime is described as over 40 hours per week. Overtime rates will only be paid with prior approval by COUNTY. Overtime will not be paid for holidays unless 40 consecutive hours have previously been worked.

Note: The County reserves the right to add or delete classifications through the term of the Contract.

III. INVOICE INSTRUCTIONS

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address (if different from above);
- C. Name of County Department;
- D. Contract number (must be referenced on all invoices);
- E. Service date(s) – Monthly;
- F. Service description, including job classifications and hourly rates of Contractor's staff who worked on the assignment;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN); and
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices shall be forwarded to: Provided by requesting Department

IV. DISCOUNTS AND PRICING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Contractor shall provide the list price and discount price on all invoice(s).

V. PAYMENT TERMS

Contractor shall be paid no more frequently than monthly, based upon actual hours worked and actual fees earned and invoiced to County. Invoices are to be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract Number on invoice. Payment shall be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be constructed as acceptance of any part of the services.

VI. BASIS OF DEDUCTIONS

The Basis of Deduction will aid County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor's associated cost for each service task identified shall be specified in Attachment B.

In the event that County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Attachment C. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in Attachment C.

VII. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Deputy Purchasing Agent.

**ATTACHMENT C
BASIS OF DEDUCTIONS**

- I.** Prices shown in the table below will be utilized in conjunction with the Failure to Perform Services clause in making deductions to the Contract price for non-performance.

These administrative deductions will be made on top of deductions based upon the severity of the deficiency and shall be imposed as follows:

Description	Frequency	Total Price
Administrative Cost	Each Instance	\$50.00
Deficiencies found during Inspection	Each Instance	\$100.00
Deficiencies Reported	Each Instance	\$100.00
Non-Responsiveness	Each Instance	\$100.00
Insufficient Reporting	Each Instance	\$100.00
Inaccurate Reports	Each Instance	\$100.00
Untimely Reports	Each Instance	\$100.00
Vacant post not staffed that require backfill by Airport Police Services or Airport Personnel	Each Instance	Cost of Airport Police Services/Airport Personnel or \$250, whichever is greater

Contract Summary Form

Universal Protection Service, LP
DBA Allied Universal Security Services

SUMMARY OF SIGNIFICANT CHANGES

1. Recitals and Attachment C: CPO issued a Regional Cooperative Agreement (“RCA”) effective October 1, 2021 through September 30, 2026.
2. Recitals: JWA’s Subordinate Contract term will be effective February 1, 2022 through January 31, 2025, in an amount not to exceed \$8,618,267 with the option to renew for one additional, two-year term upon Board approval.
3. Airport Security Badge Requirements: Updated due to Transportation Security Administration (TSA) regulation amendments since 2017.
4. Attachment B – JWA Requirements: Includes additional documentation for shift coverage, employee certification, daily activity reporting, and inspection reporting.
5. Attachment C – JWA Staffing Plan & Hours: All posts will be unarmed. Adds a Curbside Traffic Shift Supervisor, a Curbside Traffic Relief position, and a dedicated Account Manager position.
6. Attachment D – JWA Specific Equipment, Information, and Uniforms: Company is required to provide all posts with equipment to electronically document daily activity reports, inspections, and employee training.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Description	Unit	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Unarmed Security Guard – Regular Rate	Hourly	\$24.74	\$25.48	\$26.24	\$27.03	\$27.84
Unarmed Security Guard – Holiday Rate	Hourly	\$37.11	\$38.22	\$39.36	\$40.55	\$41.76
Unarmed Security Shift Supervisor – Regular Rate	Hourly	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Unarmed Security Shift Supervisor – Holiday Rate	Hourly	\$43.65	\$44.96	\$46.31	\$47.70	\$49.13
Unarmed Site Supervisor – Regular Rate	Hourly	\$27.65	\$28.48	\$29.34	\$30.21	\$31.11
Unarmed Site Supervisor – Holiday Rate	Hourly	\$41.48	\$42.72	\$44.01	\$45.32	\$46.67
Account Manager	Hourly	\$55.17	\$56.83	\$58.53	\$60.29	\$62.10

Vehicle	Monthly	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
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County Executive Office
Memorandum






Date: Tuesday, September 14, 2021
To: Sapreena Leoso, Deputy Purchasing Agent
From: Evaluation Committee, RFP #017-C028804-SL
Subject: Memorandum of Recommendation

Upon review of the proposals submitted in response to the referenced Request for Proposal, the rankings are as listed below. The Evaluation Committee recommends that the County Executive Office proceed with negotiations with the top-ranked proposers.

Proposal Ranking(s)

Ranking	Vendor Name
1	Universal Protection Service, LLC DBA Allied Universal
2	Absolute Security International Inc.
3	Lyons Security Service Inc.
4	High Level Security Solutions, Inc.

Evaluation Committee Concurrence

Evaluator	Signature
#1	
#2	
#3	
#4	
#5	

Attached is the final summary score sheet, should you have any questions, please contact the Deputy Purchasing Agent at (714) 567-7363 or via email at Sapreena.Leoso@ocgov.com.

Final Scoring Summary
RFP #017-C028804-SL / Armed Security Guard Services

Evaluation Criteria		Weight	Proposer: Absolute Security International Inc.										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background		25%	4	20	4	20	4	20	4	20	4	20	20	20
Criteria 2 - Work Plan/Technical Approach		20%	4	16	4	16	4	16	4	16	4	16	16	16
Criteria 3 - Respondent Cost Proposal		20%	4	16	4	16	4	16	4	16	4	16	16	16
Criteria 4 - Staffing and Organization		20%	4	16	4	16	4	16	4	16	4	16	16	16
Criteria 5 - References		10%	4	8	4	8	4	8	4	8	3	6	8	8
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract		5%	3	3	3	3	4	4	3	3	3	3	3	3
Written Proposal Evaluation - Must Equal 100%		100%	23.0	79.0	23.0	79.0	24.0	80.0	23.0	79.0	22.0	77.0	78.8	78.8
Grand Total - Must Equal 100%		100%												78.8

Evaluation Criteria		Weight	Proposer: Alltech Industries, Inc.										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background		25%	3	15	2	10	2	10	3	15	3	15	13	13
Criteria 2 - Work Plan/Technical Approach		20%	2	8	2	8	1	4	2	8	1	4	6	6
Criteria 3 - Respondent Cost Proposal		20%	3	12	3	12	3	12	3	12	3	12	12	12
Criteria 4 - Staffing and Organization		20%	1	4	1	4	1	4	1	4	1	4	4	4
Criteria 5 - References		10%	1	2	2	4	2	4	2	4	2	4	4	4
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract		5%	1	1	2	2	2	2	2	2	2	2	2	2
Written Proposal Evaluation - Must Equal 100%		100%	11.0	42.0	12.0	40.0	11.0	36.0	13.0	45.0	12.0	41.0	40.8	40.8
Grand Total - Must Equal 100%		100%												40.8

Evaluation Criteria		Weight	Proposer: Command International Security Services										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background		25%	2	10	2	10	3	15	3	15	3	15	13	13
Criteria 2 - Work Plan/Technical Approach		20%	1	4	1	4	2	8	2	8	2	8	6	6
Criteria 3 - Respondent Cost Proposal		20%	2	8	2	8	2	8	2	8	2	8	8	8
Criteria 4 - Staffing and Organization		20%	1	4	2	8	2	8	2	8	2	8	7	7
Criteria 5 - References		10%	2	4	1	2	2	4	2	4	2	4	4	4
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract		5%	1	1	1	1	2	2	2	2	2	2	2	2
Written Proposal Evaluation - Must Equal 100%		100%	9.0	31.0	9.0	33.0	13.0	45.0	13.0	45.0	13.0	45.0	39.8	39.8
Grand Total - Must Equal 100%		100%												39.8

Final Scoring Summary
RFP #017-C028804-SL / Armed Security Guard Services

Evaluation Criteria		Weight	Proposer: High Level Security Solutions, Inc.										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background	25%	4	20	4	20	4	20	5	25	4	20	21	21	
Criteria 2 - Work Plan/Technical Approach	20%	2	8	2	8	2	8	3	12	2	8	9	9	
Criteria 3 - Respondent Cost Proposal	20%	2	8	2	8	2	8	2	8	2	8	8	8	
Criteria 4 - Staffing and Organization	20%	3	12	3	12	3	12	3	12	3	12	12	12	
Criteria 5 - References	10%	4	8	4	8	4	8	4	8	4	8	8	8	
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract	5%	3	3	3	3	3	3	3	3	3	3	3	3	
Written Proposal Evaluation - Must Equal 100%		100%	18.0	59.0	18.0	59.0	18.0	59.0	20.0	68.0	18.0	59.0	60.8	60.8
Grand Total - Must Equal 100%		100%											60.8	

Evaluation Criteria		Weight	Proposer: Lyons Security Service Inc.										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background	25%	3	15	3	15	3	15	3	15	4	20	16	16	
Criteria 2 - Work Plan/Technical Approach	20%	4	16	3	12	4	16	3	12	4	16	14	14	
Criteria 3 - Respondent Cost Proposal	20%	4	16	4	16	4	16	4	16	4	16	16	16	
Criteria 4 - Staffing and Organization	20%	3	12	2	8	3	12	2	8	3	12	10	10	
Criteria 5 - References	10%	4	8	3	6	4	8	4	8	3	6	7	7	
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract	5%	2	2	2	2	2	2	2	2	2	2	2	2	
Written Proposal Evaluation - Must Equal 100%		100%	20.0	69.0	17.0	59.0	20.0	69.0	18.0	61.0	20.0	72.0	66.0	66.0
Grand Total - Must Equal 100%		100%											66.0	

Evaluation Criteria		Weight	Proposer: Universal Protection Service, LLC DBA Allied Universal										Score	Weighted
Written Criteria		100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Respondent's Background	25%	5	25	5	25	5	25	5	25	5	25	25	25	
Criteria 2 - Work Plan/Technical Approach	20%	5	20	5	20	4	16	5	20	5	20	19	19	
Criteria 3 - Respondent Cost Proposal	20%	4	16	4	16	4	16	4	16	4	16	16	16	
Criteria 4 - Staffing and Organization	20%	5	20	5	20	4	16	5	20	5	20	19	19	
Criteria 5 - References	10%	3	6	3	6	4	8	3	6	4	8	7	7	
Criteria 6 - Proposal Organization/Completeness of Response and Degree of Compliance with County Model Contract	5%	5	5	5	5	5	5	5	5	5	5	5	5	
Written Proposal Evaluation - Must Equal 100%		100%	27.0	92.0	27.0	92.0	26.0	86.0	27.0	92.0	28.0	94.0	91.2	91.2
Grand Total - Must Equal 100%		100%											91.2	

§ 1540.303

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§ 1540.303 [Reserved]

PART 1542—AIRPORT SECURITY

Subpart A—General

Sec.

- 1542.1 Applicability of this part.
- 1542.3 Airport security coordinator.
- 1542.5 Inspection authority.

Subpart B—Airport Security Program

- 1542.101 General requirements.
- 1542.103 Content.
- 1542.105 Approval and amendments.
- 1542.103 Changed conditions affecting security.
- 1542.109 Alternate means of compliance.
- 1542.111 Exclusive area agreements.
- 1542.113 Airport tenant security programs.

Subpart C—Operations

- 1542.201 Security of the secured area.
- 1542.203 Security of the air operations area (AOA).
- 1542.205 Security of the security identification display area (SIDA).
- 1542.207 Access control systems.
- 1542.209 Fingerprint-based criminal history records checks (CHRC).
- 1542.211 Identification systems.
- 1542.213 Training.
- 1542.215 Law enforcement support.
- 1542.217 Law enforcement personnel.
- 1542.219 Supplementing law enforcement personnel.
- 1542.221 Records of law enforcement response.

Subpart D—Contingency Measures

- 1542.301 Contingency plan.
- 1542.303 Security Directives and Information Circulars.
- 1542.305 Public advisories.
- 1542.307 Incident management.

AUTHORITY: 49 U.S.C. 114, 5103, 40113, 44901–44905, 44907, 44913–44914, 44916–44917, 44935–44936, 44942, 46105.

SOURCE: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

Subpart A—General

§ 1542.1 Applicability of this part.

This part describes aviation security rules governing:

(a) The operation of airports regularly serving aircraft operations required to be under a security program under part 1544 of this chapter, as described in this part.

(b) The operation of airport regularly serving foreign air carrier operations required to be under a security program under part 1546 of this chapter, as described in this part.

(c) Each airport operator that receives a Security Directive or Information Circular and each person who receives information from a Security Directive or Information Circular issued by the Designated official for Civil Aviation Security.

(d) Each airport operator that does not have a security program under this part that serves an aircraft operator operating under a security program under part 1544 of this chapter, or a foreign air carrier operating under a security program under part 1546 of this chapter. Such airport operators must comply with § 1542.5(e).

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

§ 1542.3 Airport security coordinator.

(a) Each airport operator must designate one or more Airport Security Coordinator(s) (ASC) in its security program.

(b) The airport operator must ensure that one or more ASCs:

(1) Serve as the airport operator's primary and immediate contact for security-related activities and communications with TSA. Any individual designated as an ASC may perform other duties in addition to those described in this paragraph (b).

(2) Is available to TSA on a 24-hour basis.

(3) Review with sufficient frequency all security-related functions to ensure that all are effective and in compliance with this part, its security program, and applicable Security Directives.

(4) Immediately initiate corrective action for any instance of non-compliance with this part, its security program, and applicable Security Directives.

(5) Review and control the results of employment history, verification, and criminal history records checks required under § 1542.209.

(6) Serve as the contact to receive notification from individuals applying for unescorted access of their intent to seek correction of their criminal history record with the FBI.

Transportation Security Administration, DHS**§ 1542.103**

(c) After July 17, 2003, no airport operator may use, nor may it designate any person as, an ASC unless that individual has completed subject matter training, as specified in its security program, to prepare the individual to assume the duties of the position. The airport operator must maintain ASC training documentation until at least 180 days after the withdrawal of an individual's designation as an ASC.

(d) An individual's satisfactory completion of initial ASC training required under paragraph (c) of this section satisfies that requirement for all future ASC designations for that individual, except for site specific information, unless there has been a two or more year break in service as an active and designated ASC.

§ 1542.5 Inspection authority.

(a) Each airport operator must allow TSA, at any time or place, to make any inspections or tests, including copying records, to determine compliance of an airport operator, aircraft operator, foreign air carrier, indirect air carrier, or other airport tenants with—

(1) This subchapter and any security program under this subchapter, and part 1520 of this chapter; and

(2) 49 U.S.C. Subtitle VII, as amended.

(b) At the request of TSA, each airport operator must provide evidence of compliance with this part and its airport security program, including copies of records.

(c) TSA may enter and be present within secured areas, AOA's, and SIDA's without access media or identification media issued or approved by an airport operator or aircraft operator, in order to inspect or test compliance, or perform other such duties as TSA may direct.

(d) At the request of TSA and upon the completion of SIDA training as required in a security program, each airport operator promptly must issue to TSA personnel access and identification media to provide TSA personnel with unescorted access to, and movement within, secured areas, AOA's, and SIDA's.

(e) TSA may enter and be present at an airport that does not have a security program under this part, without

access media or identification media issued or approved by an airport operator or aircraft operator, to inspect an aircraft operator operating under a security program under part 1544 of this chapter, or a foreign air carrier operating under a security program under part 1546 of this chapter.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

Subpart B—Airport Security Program**§ 1542.101 General requirements.**

(a) No person may operate an airport subject to § 1542.103 unless it adopts and carries out a security program that—

(1) Provides for the safety and security of persons and property on an aircraft operating in air transportation or intrastate air transportation against an act of criminal violence, aircraft piracy, and the introduction of an unauthorized weapon, explosive, or incendiary onto an aircraft;

(2) Is in writing and is signed by the airport operator;

(3) Includes the applicable items listed in § 1542.103;

(4) Includes an index organized in the same subject area sequence as § 1542.103; and

(5) Has been approved by TSA.

(b) Each airport operator subject to § 1542.103 must maintain one current and complete copy of its security program and provide a copy to TSA upon request.

(c) Each airport operator subject to § 1542.103 must—

(1) Restrict the distribution, disclosure, and availability of sensitive security information (SSI), as defined in part 1520 of this chapter, to persons with a need to know; and

(2) Refer all requests for SSI by other persons to TSA.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

§ 1542.103 Content.

(a) Complete program. Except as otherwise approved by TSA, each airport operator regularly serving operations of an aircraft operator or foreign air carrier described in § 1544.101(a)(1) or

§ 1542.103

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§ 1546.101(a) of this chapter, must include in its security program the following:

(1) The name, means of contact, duties, and training requirements of the ASC required under § 1542.3.

(2) [Reserved]

(3) A description of the secured areas, including—

(i) A description and map detailing boundaries and pertinent features;

(ii) Each activity or entity on, or adjacent to, a secured area that affects security;

(iii) Measures used to perform the access control functions required under § 1542.201(b)(1);

(iv) Procedures to control movement within the secured area, including identification media required under § 1542.201(b)(3); and

(v) A description of the notification signs required under § 1542.201(b)(6).

(4) A description of the AOA, including—

(i) A description and map detailing boundaries, and pertinent features;

(ii) Each activity or entity on, or adjacent to, an AOA that affects security;

(iii) Measures used to perform the access control functions required under § 1542.203(b)(1);

(iv) Measures to control movement within the AOA, including identification media as appropriate; and

(v) A description of the notification signs required under § 1542.203(b)(4).

(5) A description of the SIDA's, including—

(i) A description and map detailing boundaries and pertinent features; and

(ii) Each activity or entity on, or adjacent to, a SIDA.

(6) A description of the sterile areas, including—

(i) A diagram with dimensions detailing boundaries and pertinent features;

(ii) Access controls to be used when the passenger-screening checkpoint is non-operational and the entity responsible for that access control; and

(iii) Measures used to control access as specified in § 1542.207.

(7) Procedures used to comply with § 1542.209 regarding fingerprint-based criminal history records checks.

(8) A description of the personnel identification systems as described in § 1542.211.

(9) Escort procedures in accordance with § 1542.211(e).

(10) Challenge procedures in accordance with § 1542.211(d).

(11) Training programs required under §§ 1542.213 and 1542.217(c)(2), if applicable.

(12) A description of law enforcement support used to comply with § 1542.215(a).

(13) A system for maintaining the records described in § 1542.221.

(14) The procedures and a description of facilities and equipment used to support TSA inspection of individuals and property, and aircraft operator or foreign air carrier screening functions of parts 1544 and 1546 of this chapter.

(15) A contingency plan required under § 1542.301.

(16) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.

(17) Procedures for posting of public advisories as specified in § 1542.305.

(18) Incident management procedures used to comply with § 1542.307.

(19) Alternate security procedures, if any, that the airport operator intends to use in the event of natural disasters, and other emergency or unusual conditions.

(20) Each exclusive area agreement as specified in § 1542.111.

(21) Each airport tenant security program as specified in § 1542.113.

(b) Supporting program. Except as otherwise approved by TSA, each airport regularly serving operations of an aircraft operator or foreign air carrier described in § 1544.101(a)(2) or (f), or § 1546.101(b) or (c) of this chapter, must include in its security program a description of the following:

(1) Name, means of contact, duties, and training requirements of the ASC, as required under § 1542.3.

(2) A description of the law enforcement support used to comply with § 1542.215(a).

(3) Training program for law enforcement personnel required under § 1542.217(c)(2), if applicable.

(4) A system for maintaining the records described in § 1542.221.

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(5) The contingency plan required under § 1542.301.

(6) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.

(7) Procedures for public advisories as specified in § 1542.305.

(8) Incident management procedures used to comply with § 1542.307.

(c) Partial program. Except as otherwise approved by TSA, each airport regularly serving operations of an aircraft operator or foreign air carrier described in § 1544.101(b) or § 1546.101(d) of this chapter, must include in its security program a description of the following:

(1) Name, means of contact, duties, and training requirements of the ASC as required under § 1542.3.

(2) A description of the law enforcement support used to comply with § 1542.215(b).

(3) Training program for law enforcement personnel required under § 1542.217(c)(2), if applicable.

(4) A system for maintaining the records described in § 1542.221.

(5) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.

(6) Procedures for public advisories as specified in § 1542.305.

(7) Incident management procedures used to comply with § 1542.307.

(d) Use of appendices. The airport operator may comply with paragraphs (a), (b), and (c) of this section by including in its security program, as an appendix, any document that contains the information required by paragraphs (a), (b), and (c) of this section. The appendix must be referenced in the corresponding section(s) of the security program.

§ 1542.105 Approval and amendments.

(a) Initial approval of security program. Unless otherwise authorized by the designated official, each airport operator required to have a security program under this part must submit its initial proposed security program to the des-

ignated official for approval at least 90 days before the date any aircraft operator or foreign air carrier required to have a security program under part 1544 or part 1546 of this chapter is expected to begin operations. Such requests will be processed as follows:

(1) The designated official, within 30 days after receiving the proposed security program, will either approve the program or give the airport operator written notice to modify the program to comply with the applicable requirements of this part.

(2) The airport operator may either submit a modified security program to the designated official for approval, or petition the Administrator to reconsider the notice to modify within 30 days of receiving a notice to modify. A petition for reconsideration must be filed with the designated official.

(3) The designated official, upon receipt of a petition for reconsideration, either amends or withdraws the notice, or transmits the petition, together with any pertinent information, to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to withdraw or amend the notice to modify, or by affirming the notice to modify.

(b) Amendment requested by an airport operator. Except as provided in § 1542.103(c), an airport operator may submit a request to the designated official to amend its security program, as follows:

(1) The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official.

(2) Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend.

(3) An amendment to a security program may be approved if the designated official determines that safety and the public interest will allow it, and the proposed amendment provides the level of security required under this part.

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(4) Within 30 days after receiving a denial, the airport operator may petition the Administrator to reconsider the denial.

(5) Upon receipt of a petition for reconsideration, the designated official either approves the request to amend or transmits the petition within 30 days of receipt, together with any pertinent information, to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to approve the amendment or affirming the denial.

(c) Amendment by TSA. If safety and the public interest require an amendment, the designated official may amend a security program as follows:

(1) The designated official sends to the airport operator a notice, in writing, of the proposed amendment, fixing a period of not less than 30 days within which the airport operator may submit written information, views, and arguments on the amendment.

(2) After considering all relevant material, the designated official notifies the airport operator of any amendment adopted or rescinds the notice. If the amendment is adopted, it becomes effective not less than 30 days after the airport operator receives the notice of amendment, unless the airport operator petitions the Administrator to reconsider no later than 15 days before the effective date of the amendment. The airport operator must send the petition for reconsideration to the designated official. A timely petition for reconsideration stays the effective date of the amendment.

(3) Upon receipt of a petition for reconsideration, the designated official either amends or withdraws the notice, or transmits the petition, together with any pertinent information to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to withdraw or amend the amendment, or by affirming the amendment.

(d) Emergency amendments. Notwithstanding paragraph (c) of this section, if the designated official finds that there is an emergency requiring immediate action with respect to safety and security in air transportation or in air

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commerce that makes procedures in this section contrary to the public interest, the designated official may issue an amendment, effective without stay on the date the airport operator receives the notice of it. In such a case, the designated official must incorporate in the notice a brief statement of the reasons and findings for the amendment to be adopted. The airport operator may file a petition for reconsideration under paragraph (c) of this section; however, this does not stay the effective date of the emergency amendment.

§ 1542.107 Changed conditions affecting security.

(a) After approval of the security program, each airport operator must notify TSA when changes have occurred to the—

(1) Measures, training, area descriptions, or staffing, described in the security program;

(2) Operations of an aircraft operator or foreign air carrier that would require modifications to the security program as required under § 1542.103; or

(3) Layout or physical structure of any area under the control of the airport operator, airport tenant, aircraft operator, or foreign air carrier used to support the screening process, access, presence, or movement control functions required under part 1542, 1544, or 1546 of this chapter.

(b) Each airport operator must notify TSA no more than 6 hours after the discovery of any changed condition described in paragraph (a) of this section, or within the time specified in its security program, of the discovery of any changed condition described in paragraph (a) of this section. The airport operator must inform TSA of each interim measure being taken to maintain adequate security until an appropriate amendment to the security program is approved. Each interim measure must be acceptable to TSA.

(c) For changed conditions expected to be less than 60 days duration, each airport operator must forward the information required in paragraph (b) of this section in writing to TSA within 72 hours of the original notification of

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the change condition(s). TSA will notify the airport operator of the disposition of the notification in writing. If approved by TSA, this written notification becomes a part of the airport security program for the duration of the changed condition(s).

(d) For changed conditions expected to be 60 days or more duration, each airport operator must forward the information required in paragraph (b) of this section in the form of a proposed amendment to the airport operator's security program, as required under § 1542.105. The request for an amendment must be made within 30 days of the discovery of the changed condition(s). TSA will respond to the request in accordance with § 1542.105.

§ 1542.109 Alternate means of compliance.

If in TSA's judgment, the overall safety and security of the airport, and aircraft operator or foreign air carrier operations are not diminished, TSA may approve a security program that provides for the use of alternate measures. Such a program may be considered only for an operator of an airport at which service by aircraft operators or foreign air carriers under part 1544 or 1546 of this chapter is determined by TSA to be seasonal or infrequent.

§ 1542.111 Exclusive area agreements.

(a) TSA may approve an amendment to an airport security program under which an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter assumes responsibility for specified security measures for all or portions of the secured area, AOA, or SIDA, including access points, as provided in § 1542.201, § 1542.203, or § 1542.205. The assumption of responsibility must be exclusive to one aircraft operator or foreign air carrier, and shared responsibility among aircraft operators or foreign air carriers is not permitted for an exclusive area.

(b) An exclusive area agreement must be in writing, signed by the airport operator and aircraft operator or foreign air carrier, and maintained in the airport security program. This agreement must contain the following:

(1) A description, a map, and, where appropriate, a diagram of the boundaries and pertinent features of each area, including individual access points, over which the aircraft operator or foreign air carrier will exercise exclusive security responsibility.

(2) A description of the measures used by the aircraft operator or foreign air carrier to comply with § 1542.201, § 1542.203, or § 1542.205, as appropriate.

(3) Procedures by which the aircraft operator or foreign air carrier will immediately notify the airport operator and provide for alternative security measures when there are changed conditions as described in § 1542.103(a).

(c) Any exclusive area agreements in effect on November 14, 2001, must meet the requirements of this section and § 1544.227 no later than November 14, 2002.

§ 1542.113 Airport tenant security programs.

(a) TSA may approve an airport tenant security program as follows:

(1) The tenant must assume responsibility for specified security measures of the secured area, AOA, or SIDA as provided in §§ 1542.201, 1542.203, and 1542.205.

(2) The tenant may not assume responsibility for law enforcement support under § 1542.215.

(3) The tenant must assume the responsibility within the tenant's leased areas or areas designated for the tenant's exclusive use. A tenant may not assume responsibility under a tenant security program for the airport passenger terminal.

(4) Responsibility must be exclusive to one tenant, and shared responsibility among tenants is not permitted.

(5) TSA must find that the tenant is able and willing to carry out the airport tenant security program.

(b) An airport tenant security program must be in writing, signed by the airport operator and the airport tenant, and maintained in the airport security program. The airport tenant security program must include the following:

(1) A description and a map of the boundaries and pertinent features of

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each area over which the airport tenant will exercise security responsibilities.

(2) A description of the measures the airport tenant has assumed.

(3) Measures by which the airport operator will monitor and audit the tenant's compliance with the security program.

(4) Monetary and other penalties to which the tenant may be subject if it fails to carry out the airport tenant security program.

(5) Circumstances under which the airport operator will terminate the airport tenant security program for cause.

(6) A provision acknowledging that the tenant is subject to inspection by TSA in accordance with § 1542.5.

(7) A provision acknowledging that individuals who carry out the tenant security program are contracted to or acting for the airport operator and are required to protect sensitive information in accordance with part 1520 of this chapter, and may be subject to civil penalties for failing to protect sensitive security information.

(8) Procedures by which the tenant will immediately notify the airport operator of and provide for alternative security measures for changed conditions as described in § 1542.103(a).

(c) If TSA has approved an airport tenant security program, the airport operator may not be found to be in violation of a requirement of this part in any case in which the airport operator demonstrates that:

(1) The tenant or an employee, permittee, or invitee of the tenant, is responsible for such violation; and

(2) The airport operator has complied with all measures in its security program to ensure the tenant has complied with the airport tenant security program.

(d) TSA may amend or terminate an airport tenant security program in accordance with § 1542.105.

Subpart C—Operations**§ 1542.201 Security of the secured area.**

(a) Each airport operator required to have a security program under § 1542.103(a) must establish at least one secured area.

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(b) Each airport operator required to establish a secured area must prevent and detect the unauthorized entry, presence, and movement of individuals and ground vehicles into and within the secured area by doing the following:

(1) Establish and carry out measures for controlling entry to secured areas of the airport in accordance with § 1542.207.

(2) Provide for detection of, and response to, each unauthorized presence or movement in, or attempted entry to, the secured area by an individual whose access is not authorized in accordance with its security program.

(3) Establish and carry out a personnel identification system described under § 1542.211.

(4) Subject each individual to employment history verification as described in § 1542.209 before authorizing unescorted access to a secured area.

(5) Train each individual before granting unescorted access to the secured area, as required in § 1542.213(b).

(6) Post signs at secured area access points and on the perimeter that provide warning of the prohibition against unauthorized entry. Signs must be posted by each airport operator in accordance with its security program not later than November 14, 2003.

§ 1542.203 Security of the air operations area (AOA).

(a) Each airport operator required to have a security program under § 1542.103(a) must establish an AOA, unless the entire area is designated as a secured area.

(b) Each airport operator required to establish an AOA must prevent and detect the unauthorized entry, presence, and movement of individuals and ground vehicles into or within the AOA by doing the following:

(1) Establish and carry out measures for controlling entry to the AOA of the airport in accordance with § 1542.207.

(2) Provide for detection of, and response to, each unauthorized presence or movement in, or attempted entry to, the AOA by an individual whose access is not authorized in accordance with its security program.

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(3) Provide security information as described in §1542.213(c) to each individual with unescorted access to the AOA.

(4) Post signs on AOA access points and perimeters that provide warning of the prohibition against unauthorized entry to the AOA. Signs must be posted by each airport operator in accordance with its security program not later than November 14, 2003.

(5) If approved by TSA, the airport operator may designate all or portions of its AOA as a SIDA, or may use another personnel identification system, as part of its means of meeting the requirements of this section. If it uses another personnel identification system, the media must be clearly distinguishable from those used in the secured area and SIDA.

§ 1542.205 Security of the security identification display area (SIDA).

(a) Each airport operator required to have a complete program under §1542.103(a) must establish at least one SIDA, as follows:

(1) Each secured area must be a SIDA.

(2) Each part of the air operations area that is regularly used to load cargo on, or unload cargo from, an aircraft that is operated under a full program or a full all-cargo program as provided in §1544.101(a) or (h) of this chapter, or a foreign air carrier under a security program as provided in §1546.101(a), (b), or (e), must be a SIDA.

(3) Each area on an airport where cargo is present after an aircraft operator operating under a full program or a full all-cargo program under §1544.101(a) or (h) of this chapter, or a foreign air carrier operating under a security program under §1546.101(a), (b), or (e) of this chapter, or an indirect air carrier, accepts it must be a SIDA. This includes areas such as: Cargo facilities; loading and unloading vehicle docks; and areas where an aircraft operator, foreign air carrier, or indirect air carrier sorts, stores, stages, consolidates, processes, screens, or transfers cargo.

(4) Other areas of the airport may be SIDAs.

(b) Each airport operator required to establish a SIDA must establish and

carry out measures to prevent the unauthorized presence and movement of individuals in the SIDA and must do the following:

(1) Establish and carry out a personnel identification system described under §1542.211.

(2) Subject each individual to a criminal history records check as described in §1542.209 before authorizing unescorted access to the SIDA.

(3) Train each individual before granting unescorted access to the SIDA, as required in §1542.213(b).

(c) An airport operator that is not required to have a complete program under §1542.103(a) is not required to establish a SIDA under this section.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

§ 1542.207 Access control systems.

(a) Secured area. Except as provided in paragraph (b) of this section, the measures for controlling entry to the secured area required under §1542.201(b)(1) must—

(1) Ensure that only those individuals authorized to have unescorted access to the secured area are able to gain entry;

(2) Ensure that an individual is immediately denied entry to a secured area when that person's access authority for that area is withdrawn; and

(3) Provide a means to differentiate between individuals authorized to have access to an entire secured area and individuals authorized access to only a particular portion of a secured area.

(b) Alternative systems. TSA may approve an amendment to a security program that provides alternative measures that provide an overall level of security equal to that which would be provided by the measures described in paragraph (a) of this section.

(c) Air operations area. The measures for controlling entry to the AOA required under §1542.203(b)(1) must incorporate accountability procedures to maintain their integrity.

(d) Secondary access media. An airport operator may issue a second access medium to an individual who has unescorted access to secured areas or the AOA, but is temporarily not in possession of the original access medium,

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if the airport operator follows measures and procedures in the security program that—

- (1) Verifies the authorization of the individual to have unescorted access to secured areas or AOAs;
- (2) Restricts the time period of entry with the second access medium;
- (3) Retrieves the second access medium when expired;
- (4) Deactivates or invalidates the original access medium until the individual returns the second access medium; and
- (5) Provides that any second access media that is also used as identification media meet the criteria of § 1542.211(b).

§ 1542.209 Fingerprint-based criminal history records checks (CHRC).

(a) Scope. The following persons are within the scope of this section—

- (1) Each airport operator and airport user.
- (2) Each individual currently having unescorted access to a SIDA, and each individual with authority to authorize others to have unescorted access to a SIDA (referred to as unescorted access authority).
- (3) Each individual seeking unescorted access authority.
- (4) Each airport user and aircraft operator making a certification to an airport operator pursuant to paragraph (n) of this section, or 14 CFR 108.31(n) in effect prior to November 14, 2001 (see 14 CFR Parts 60 to 139 revised as of January 1, 2001). An airport user, for the purposes of this section only, is any person other than an aircraft operator subject to § 1544.229 of this chapter making a certification under this section.

(b) Individuals seeking unescorted access authority. Except as provided in paragraph (m) of this section, each airport operator must ensure that no individual is granted unescorted access authority unless the individual has undergone a fingerprint-based CHRC that does not disclose that he or she has a disqualifying criminal offense, as described in paragraph (d) of this section.

(c) Individuals who have not had a CHRC. (1) Except as provided in paragraph (m) of this section, each airport operator must ensure that after De-

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cember 6, 2002, no individual retains unescorted access authority, unless the airport operator has obtained and submitted a fingerprint under this part.

(2) When a CHRC discloses a disqualifying criminal offense for which the conviction or finding of not guilty by reason of insanity was on or after December 6, 1991, the airport operator must immediately suspend that individual's authority.

(d) Disqualifying criminal offenses. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty of by reason of insanity, of any of the disqualifying crimes listed in this paragraph (d) in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows—

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.

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- (18) Treason.
 - (19) Rape or aggravated sexual abuse.
 - (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
 - (21) Extortion.
 - (22) Armed or felony unarmed robbery.
 - (23) Distribution of, or intent to distribute, a controlled substance.
 - (24) Felony arson.
 - (25) Felony involving a threat.
 - (26) Felony involving—
 - (i) Willful destruction of property;
 - (ii) Importation or manufacture of a controlled substance;
 - (iii) Burglary;
 - (iv) Theft;
 - (v) Dishonesty, fraud, or misrepresentation;
 - (vi) Possession or distribution of stolen property;
 - (vii) Aggravated assault;
 - (viii) Bribery; or
 - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
 - (27) Violence at international airports; 18 U.S.C. 37.
 - (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).
- (e) Fingerprint application and processing. (1) At the time of fingerprinting, the airport operator must provide the individual to be fingerprinted a fingerprint application that includes only the following—
- (i) The disqualifying criminal offenses described in paragraph (d) of this section.
 - (ii) A statement that the individual signing the application does not have a disqualifying criminal offense.
 - (iii) A statement informing the individual that Federal regulations under 49 CFR 1542.209 (l) impose a continuing obligation to disclose to the airport operator within 24 hours if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority. After February 17, 2002, the airport operator may use statements that have already been printed referring to 14 CFR 107.209 until stocks of such statements are used up.
 - (iv) A statement reading, “The information I have provided on this applica-

tion is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)”

(v) A line for the printed name of the individual.

(vi) A line for the individual’s signature and date of signature.

(2) Each individual must complete and sign the application prior to submitting his or her fingerprints.

(3) The airport operator must verify the identity of the individual through two forms of identification prior to fingerprinting, and ensure that the printed name on the fingerprint application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.

(4) The airport operator must advise the individual that:

(i) A copy of the criminal record received from the FBI will be provided to the individual, if requested by the individual in writing; and

(ii) The ASC is the individual’s point of contact if he or she has questions about the results of the CHRC.

(5) The fingerprint operator must collect, control, and process one set of legible and classifiable fingerprints under direct observation of the airport operator or a law enforcement officer.

(6) Fingerprints may be obtained and processed electronically, or recorded on fingerprint cards approved by the FBI and distributed by TSA for that purpose.

(7) The fingerprint submission must be forwarded to TSA in the manner specified by TSA.

(f) Fingerprinting fees. Airport operators must pay for all fingerprints in a form and manner approved by TSA. The payment must be made at the designated rate (available from the local TSA security office) for each set of fingerprints submitted. Information about payment options is available through the designated TSA headquarters point of contact. Individual personal checks are not acceptable.

(g) Determination of arrest status. (1) When a CHRC on an individual seeking

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unescorted access authority discloses an arrest for any disqualifying criminal offense listed in paragraph (d) of this section without indicating a disposition, the airport operator must determine, after investigation, that the arrest did not result in a disqualifying offense before granting that authority. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.

(2) When a CHRC on an individual with unescorted access authority discloses an arrest for any disqualifying criminal offense without indicating a disposition, the airport operator must suspend the individual's unescorted access authority not later than 45 days after obtaining the CHRC unless the airport operator determines, after investigation, that the arrest did not result in a disqualifying criminal offense. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.

(3) The airport operator may only make the determinations required in paragraphs (g)(1) and (g)(2) of this section for individuals for whom it is issuing, or has issued, unescorted access authority, and who are not covered by a certification from an aircraft operator under paragraph (n) of this section. The airport operator may not make determinations for individuals described in § 1544.229 of this chapter.

(h) Correction of FBI records and notification of disqualification. (1) Before making a final decision to deny unescorted access authority to an individual described in paragraph (b) of this section, the airport operator must advise him or her that the FBI criminal record discloses information that would disqualify him or her from receiving or retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

(2) The airport operator must notify an individual that a final decision has

been made to grant or deny unescorted access authority.

(3) Immediately following the suspension of unescorted access authority of an individual, the airport operator must advise him or her that the FBI criminal record discloses information that disqualifies him or her from retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

(i) Corrective action by the individual. The individual may contact the local jurisdiction responsible for the information and the FBI to complete or correct the information contained in his or her record, subject to the following conditions—

(1) For an individual seeking unescorted access authority on or after December 6, 2001, the following applies:

(i) Within 30 days after being advised that the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to granting unescorted access authority.

(ii) If no notification, as described in paragraph (h)(1) of this section, is received within 30 days, the airport operator may make a final determination to deny unescorted access authority.

(2) For an individual with unescorted access authority before December 6, 2001, the following applies: Within 30 days after being advised of suspension because the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to reinstating unescorted access authority.

(j) Limits on dissemination of results. Criminal record information provided by the FBI may be used only to carry

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out this section and §1544.229 of this chapter. No person may disseminate the results of a CHRC to anyone other than:

(1) The individual to whom the record pertains, or that individual's authorized representative.

(2) Officials of other airport operators who are determining whether to grant unescorted access to the individual under this part.

(3) Aircraft operators who are determining whether to grant unescorted access to the individual or authorize the individual to perform screening functions under part 1544 of this chapter.

(4) Others designated by TSA.

(k) Recordkeeping. The airport operator must maintain the following information:

(1) Investigations conducted before December 6, 2001. The airport operator must maintain and control the access or employment history investigation files, including the criminal history records results portion, or the appropriate certifications, for investigations conducted before December 6, 2001.

(2) Fingerprint application process on or after December 6, 2001. Except when the airport operator has received a certification under paragraph (n) of this section, the airport operator must physically maintain, control, and, as appropriate, destroy the fingerprint application and the criminal record. Only direct airport operator employees may carry out the responsibility for maintaining, controlling, and destroying criminal records.

(3) Certification on or after December 6, 2001. The airport operator must maintain the certifications provided under paragraph (n) of this section.

(4) Protection of records—all investigations. The records required by this section must be maintained in a manner that is acceptable to TSA and in a manner that protects the confidentiality of the individual.

(5) Duration—all investigations. The records identified in this section with regard to an individual must be maintained until 180 days after the termination of the individual's unescorted access authority. When files are no longer maintained, the criminal record must be destroyed.

(l) Continuing responsibilities. (1) Each individual with unescorted access authority on December 6, 2001, who had a disqualifying criminal offense in paragraph (d) of this section on or after December 6, 1991, must, by January 7, 2002, report the conviction to the airport operator and surrender the SIDA access medium to the issuer.

(2) Each individual with unescorted access authority who has a disqualifying criminal offense must report the offense to the airport operator and surrender the SIDA access medium to the issuer within 24 hours of the conviction or the finding of not guilty by reason of insanity.

(3) If information becomes available to the airport operator or the airport user indicating that an individual with unescorted access authority has a disqualifying criminal offense, the airport operator must determine the status of the conviction. If a disqualifying offense is confirmed the airport operator must immediately revoke any unescorted access authority.

(m) Exceptions. Notwithstanding the requirements of this section, an airport operator must authorize the following individuals to have unescorted access authority:

(1) An employee of the Federal, state, or local government (including a law enforcement officer) who, as a condition of employment, has been subjected to an employment investigation that includes a criminal records check.

(2) Notwithstanding the requirements of this section, an airport operator may authorize the following individuals to have unescorted access authority:

(i) An individual who has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, or aircraft operator, or contractor to such an entity, provided the grant for his or her unescorted access authority was based upon a fingerprint-based CHRC through TSA or FAA.

(ii) An individual who has been continuously employed by an aircraft operator or aircraft operator contractor, in a position with authority to perform screening functions, provided the grant for his or her authority to perform screening functions was based upon a

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fingerprint-based CHRC through TSA or FAA.

(n) Certifications by aircraft operators. An airport operator is in compliance with its obligation under paragraph (b) or (c) of this section when the airport operator accepts, for each individual seeking unescorted access authority, certification from an aircraft operator subject to part 1544 of this chapter indicating it has complied with §1544.229 of this chapter for the aircraft operator's employees and contractors seeking unescorted access authority. If the airport operator accepts a certification from the aircraft operator, the airport operator may not require the aircraft operator to provide a copy of the CHRC.

(o) Airport operator responsibility. The airport operator must—

(1) Designate the ASC, in the security program, or a direct employee if the ASC is not a direct employee, to be responsible for maintaining, controlling, and destroying the criminal record files when their maintenance is no longer required by paragraph (k) of this section.

(2) Designate the ASC, in the security program, to serve as the contact to receive notification from individuals applying for unescorted access authority of their intent to seek correction of their FBI criminal record.

(3) Audit the employment history investigations performed by the airport operator in accordance with this section and 14 CFR 107.31 in effect prior to November 14, 2001 (see 14 CFR Parts 60 through 139 revised as of January 1, 2001), and those investigations conducted by the airport users who provided certification to the airport operator. The audit program must be set forth in the airport security program.

(p) Airport user responsibility. (1) The airport user must report to the airport operator information, as it becomes available, that indicates an individual with unescorted access authority may have a disqualifying criminal offense.

(2) The airport user must maintain and control, in compliance with paragraph (k) of this section, the employment history investigation files for investigations conducted before December 6, 2001, unless the airport operator

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decides to maintain and control the employment history investigation file.

(3) The airport user must provide the airport operator with either the name or title of the individual acting as custodian of the files described in this paragraph (p), the address of the location where the files are maintained, and the phone number of that location. The airport user must provide the airport operator and TSA with access to these files.

§ 1542.211 Identification systems.

(a) Personnel identification system. The personnel identification system under §§ 1542.201(b)(3) and 1542.205(b)(1) must include the following:

(1) Personnel identification media that—

(i) Convey a full-face image, full name, employer, and identification number of the individual to whom the identification medium is issued;

(ii) Indicate clearly the scope of the individual's access and movement privileges;

(iii) Indicate clearly an expiration date; and

(iv) Are of sufficient size and appearance as to be readily observable for challenge purposes.

(2) Procedures to ensure that each individual in the secured area or SIDA continuously displays the identification medium issued to that individual on the outermost garment above waist level, or is under escort.

(3) Procedures to ensure accountability through the following:

(i) Retrieving expired identification media and media of persons who no longer have unescorted access authority.

(ii) Reporting lost or stolen identification media.

(iii) Securing unissued identification media stock and supplies.

(iv) Auditing the system at a minimum of once a year or sooner, as necessary, to ensure the integrity and accountability of all identification media.

(v) As specified in the security program, revalidate the identification system or reissue identification media if a

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portion of all issued, unexpired identification media are lost, stolen, or otherwise unaccounted for, including identification media that are combined with access media.

(vi) Ensure that only one identification medium is issued to an individual at a time, except for personnel who are employed with more than one company and require additional identification media to carry out employment duties. A replacement identification medium may only be issued if an individual declares in writing that the medium has been lost, stolen, or destroyed.

(b) Temporary identification media. Each airport operator may issue personnel identification media in accordance with its security program to persons whose duties are expected to be temporary. The temporary identification media system must include procedures and methods to—

(1) Retrieve temporary identification media;

(2) Authorize the use of a temporary media for a limited time only;

(3) Ensure that temporary media are distinct from other identification media and clearly display an expiration date; and

(4) Ensure that any identification media also being used as an access media meet the criteria of § 1542.207(d).

(c) Airport-approved identification media. TSA may approve an amendment to the airport security program that provides for the use of identification media meeting the criteria of this section that are issued by entities other than the airport operator, as described in the security program.

(d) Challenge program. Each airport operator must establish and carry out a challenge program that requires each individual who has authorized unescorted access to secured areas and SIDA's to ascertain the authority of any individual who is not displaying an identification medium authorizing the individual to be present in the area. The challenge program must include procedures to challenge individuals not displaying airport approved identification media. The procedure must—

(1) Apply uniformly in secured areas, SIDA's, and exclusive areas;

(2) Describe how to challenge an individual directly or report any individual

not visibly displaying an authorized identification medium, including procedures to notify the appropriate authority; and

(3) Describe support of challenge procedures, including law enforcement and any other responses to reports of individuals not displaying authorized identification media.

(e) Escorting. Each airport operator must establish and implement procedures for escorting individuals who do not have unescorted access authority to a secured area or SIDA that—

(1) Ensure that only individuals with unescorted access authority are permitted to escort;

(2) Ensure that the escorted individuals are continuously accompanied or monitored while within the secured area or SIDA in a manner sufficient to identify whether the escorted individual is engaged in activities other than those for which escorted access was granted, and to take action in accordance with the airport security program;

(3) Identify what action is to be taken by the escort, or other authorized individual, should individuals under escort engage in activities other than those for which access was granted;

(4) Prescribe law enforcement support for escort procedures; and

(5) Ensure that individuals escorted into a sterile area without being screened under § 1544.201 of this chapter remain under escort until they exit the sterile area, or submit to screening pursuant to § 1544.201 or § 1546.201 of this chapter.

(f) Effective date. The identification systems described in this section must be implemented by each airport operator not later than November 14, 2003.

§ 1542.213 Training.

(a) Each airport operator must ensure that individuals performing security-related functions for the airport operator are briefed on the provisions of this part, Security Directives, and Information Circulars, and the security program, to the extent that such individuals need to know in order to perform their duties.

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(b) An airport operator may not authorize any individual unescorted access to the secured area or SIDA, except as provided in §1542.5, unless that individual has successfully completed training in accordance with TSA-approved curriculum specified in the security program. This curriculum must detail the methods of instruction, provide attendees with an opportunity to ask questions, and include at least the following topics—

- (1) The unescorted access authority of the individual to enter and be present in various areas of the airport;
- (2) Control, use, and display of airport-approved access and identification media;
- (3) Escort and challenge procedures and the law enforcement support for these procedures;
- (4) Security responsibilities as specified in §1540.105;
- (5) Restrictions on divulging sensitive security information as described in part 1520 of this chapter; and
- (6) Any other topics specified in the security program.

(c) An airport operator may not authorize any individual unescorted access to the AOA, except as provided in §1542.5, unless that individual has been provided information in accordance with the security program, including—

- (1) The unescorted access authority of the individual to enter and be present in various areas of the airport;
- (2) Control, use, and display of airport-approved access and identification media, if appropriate;
- (3) Escort and challenge procedures and the law enforcement support for these procedures, where applicable;
- (4) Security responsibilities as specified in §1540.105;
- (5) Restrictions on divulging sensitive security information as described in part 1520 of this chapter; and
- (6) Any other topics specified in the security program.

(d) Each airport operator must maintain a record of all training and information given to each individual under paragraphs (b) and (c) of this section for 180 days after the termination of that person's unescorted access authority.

(e) As to persons with unescorted access to the SIDA on November 14, 2001,

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training on responsibility under §1540.105 can be provided by making relevant security information available.

(f) Training described in paragraph (c) of this section must be implemented by each airport operator not later than November 14, 2002.

§ 1542.215 Law enforcement support.

(a) In accordance with §1542.217, each airport operator required to have a security program under §1542.103(a) or (b) must provide:

(1) Law enforcement personnel in the number and manner adequate to support its security program.

(2) Uniformed law enforcement personnel in the number and manner adequate to support each system for screening persons and accessible property required under part 1544 or 1546 of this chapter, except to the extent that TSA provides Federal law enforcement support for the system.

(b) Each airport required to have a security program under §1542.103(c) must ensure that:

(1) Law enforcement personnel are available and committed to respond to an incident in support of a civil aviation security program when requested by an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

(2) The procedures by which to request law enforcement support are provided to each aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

§ 1542.217 Law enforcement personnel.

(a) Each airport operator must ensure that law enforcement personnel used to meet the requirements of §1542.215, meet the following qualifications while on duty at the airport—

(1) Have arrest authority described in paragraph (b) of this section;

(2) Are identifiable by appropriate indicia of authority;

(3) Are armed with a firearm and authorized to use it; and

(4) Have completed a training program that meets the requirements of paragraphs (c) and (d) of this section.

(b) Each airport operator must ensure that each individual used to meet

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the requirements of §1542.215 have the authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located—

(1) A crime committed in the presence of the individual; and

(2) A felony, when the individual has reason to believe that the suspect has committed it.

(c) The training program required by paragraph (a)(4) of this section must—

(1) Meet the training standard for law enforcement officers prescribed by either the State or local jurisdiction in which the airport is located for law enforcement officers performing comparable functions.

(2) Specify and require training standards for private law enforcement personnel acceptable to TSA, if the State and local jurisdictions in which the airport is located do not prescribe training standards for private law enforcement personnel that meets the standards in paragraph (a) of this section.

(3) Include training in—

(i) The use of firearms;

(ii) The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;

(iii) The responsibilities of law enforcement personnel under the security program; and

(iv) Any other subject TSA determines is necessary.

(d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport.

§ 1542.219 Supplementing law enforcement personnel.

(a) When TSA decides, after being notified by an airport operator as prescribed in this section, that not enough qualified State, local, and private law enforcement personnel are available to carry out the requirements of §1542.215, TSA may authorize the airport oper-

ator to use, on a reimbursable basis, personnel employed by TSA, or by another department, agency, or instrumentality of the Government with the consent of the head of the department, agency, or instrumentality to supplement State, local, and private law enforcement personnel.

(b) Each request for the use of Federal personnel must be submitted to TSA and include the following information:

(1) The number of passengers enplaned at the airport during the preceding calendar year and the current calendar year as of the date of the request.

(2) The anticipated risk of criminal violence, sabotage, aircraft piracy, and other unlawful interference to civil aviation operations.

(3) A copy of that portion of the security program which describes the law enforcement support necessary to comply with §1542.215.

(4) The availability of law enforcement personnel who meet the requirements of §1542.217, including a description of the airport operator's efforts to obtain law enforcement support from State, local, and private agencies and the responses of those agencies.

(5) The airport operator's estimate of the number of Federal personnel needed to supplement available law enforcement personnel and the period of time for which they are needed.

(6) A statement acknowledging responsibility for providing reimbursement for the cost of providing Federal personnel.

(7) Any other information TSA considers necessary.

(c) In response to a request submitted in accordance with this section, TSA may authorize, on a reimbursable basis, the use of personnel employed by a Federal agency, with the consent of the head of that agency.

§ 1542.221 Records of law enforcement response.

(a) Each airport operator must ensure that—

(1) A record is made of each law enforcement action taken in furtherance of this part; and

(2) The record is maintained for a minimum of 180 days.

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(b) Data developed in response to paragraph (a) of this section must include at least the following, except as authorized by TSA:

(1) The number and type of weapons, explosives, or incendiaries discovered during any passenger-screening process, and the method of detection of each.

(2) The number of acts and attempted acts of aircraft piracy.

(3) The number of bomb threats received, real and simulated bombs found, and actual detonations on the airport.

(4) The number of arrests, including—

(i) Name, address, and the immediate disposition of each individual arrested;

(ii) Type of weapon, explosive, or incendiary confiscated, as appropriate; and

(iii) Identification of the aircraft operators or foreign air carriers on which the individual arrested was, or was scheduled to be, a passenger or which screened that individual, as appropriate.

Subpart D—Contingency Measures

§ 1542.301 Contingency plan.

(a) Each airport operator required to have a security program under § 1542.103(a) and (b) must adopt a contingency plan and must:

(1) Implement its contingency plan when directed by TSA.

(2) Conduct reviews and exercises of its contingency plan as specified in the security program with all persons having responsibilities under the plan.

(3) Ensure that all parties involved know their responsibilities and that all information contained in the plan is current.

(b) TSA may approve alternative implementation measures, reviews, and exercises to the contingency plan which will provide an overall level of security equal to the contingency plan under paragraph (a) of this section.

§ 1542.303 Security Directives and Information Circulars.

(a) TSA may issue an Information Circular to notify airport operators of security concerns. When TSA determines that additional security meas-

ures are necessary to respond to a threat assessment or to a specific threat against civil aviation, TSA issues a Security Directive setting forth mandatory measures.

(b) Each airport operator must comply with each Security Directive issued to the airport operator within the time prescribed in the Security Directive.

(c) Each airport operator that receives a Security Directive must—

(1) Within the time prescribed in the Security Directive, verbally acknowledge receipt of the Security Directive to TSA.

(2) Within the time prescribed in the Security Directive, specify the method by which the measures in the Security Directive have been implemented (or will be implemented, if the Security Directive is not yet effective).

(d) In the event that the airport operator is unable to implement the measures in the Security Directive, the airport operator must submit proposed alternative measures and the basis for submitting the alternative measures to TSA for approval. The airport operator must submit the proposed alternative measures within the time prescribed in the Security Directive. The airport operator must implement any alternative measures approved by TSA.

(e) Each airport operator that receives a Security Directive may comment on the Security Directive by submitting data, views, or arguments in writing to TSA. TSA may amend the Security Directive based on comments received. Submission of a comment does not delay the effective date of the Security Directive.

(f) Each airport operator that receives a Security Directive or an Information Circular and each person who receives information from a Security Directive or an Information Circular must:

(1) Restrict the availability of the Security Directive or Information Circular, and information contained in either document, to those persons with an operational need-to-know.

(2) Refuse to release the Security Directive or Information Circular, and information contained in either document, to persons other than those who have an operational need to know without the prior written consent of TSA.

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§ 1542.305 Public advisories.

When advised by TSA, each airport operator must prominently display and maintain in public areas information concerning foreign airports that, in the judgment of the Secretary of Transportation, do not maintain and administer effective security measures. This information must be posted in the manner specified in the security program and for such a period of time determined by the Secretary of Transportation.

§ 1542.307 Incident management.

(a) Each airport operator must establish procedures to evaluate bomb threats, threats of sabotage, aircraft piracy, and other unlawful interference to civil aviation operations.

(b) Immediately upon direct or referred receipt of a threat of any of the incidents described in paragraph (a) of this section, each airport operator must—

(1) Evaluate the threat in accordance with its security program;

(2) Initiate appropriate action as specified in the Airport Emergency Plan under 14 CFR 139.325; and

(3) Immediately notify TSA of acts, or suspected acts, of unlawful interference to civil aviation operations, including specific bomb threats to aircraft and airport facilities.

(c) Airport operators required to have a security program under §1542.103(c) but not subject to 14 CFR part 139, must develop emergency response procedures to incidents of threats identified in paragraph (a) of this section.

(d) To ensure that all parties know their responsibilities and that all procedures are current, at least once every 12 calendar months each airport operator must review the procedures required in paragraphs (a) and (b) of this section with all persons having responsibilities for such procedures.

PART 1544—AIRCRAFT OPERATOR SECURITY: AIR CARRIERS AND COMMERCIAL OPERATORS

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