

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Police

AGENDA DATE: September 23, 2014

CONTACT PERSON NAME AND PHONE NUMBER: Michelle Gardner, Assistant Chief, 564-7301
Bruce Collins, Purchasing Director, 212-1181

DISTRICT(S) AFFECTED: All

SUBJECT:

Authorize the City Manager to enter into an agreement between the City of El Paso and G4S Secure Solutions (USA), Inc., 4308 Carlisle Blvd. NE, Suite 101, Albuquerque, NM 87107 (G4S), under the General Services Administration (GSA) Contract #GS07F-0382K, in an amount not to exceed \$1,398,546.10 to provide the El Paso Police Department (EPPD) with prisoner processing, transportation, booking and watch services at all five regional command centers from October 1, 2014 – September 30, 2015.

BACKGROUND / DISCUSSION:

The City of El Paso retained MGT of America to conduct a patrol staffing analysis. The analysis report recommended that the EPPD consider the use of transport and booking officers. As a result, the City entered into a contract with G4S for its Police Department as a pilot program for prisoner processing, transportation, booking and watch services at Pebble Hills Regional Command and Mission Valley Regional Command Centers with a contract term of October 1, 2012 – September 30, 2013. That contract was deemed successful and resulted in entering into a second contract for all five regional command centers for a term of October 1, 2013 – September 30, 2014. Such duties are normally performed by on-duty sworn officers but outsourcing the tasks allows officers a faster return to patrol duties and functions requiring sworn officers. Evaluation and analysis of performance indicated that the program is beneficial to the Police Department, the City and the community. The EPPD desires to enter into a third contract with G4S for services at all five regional commands.

PRIOR COUNCIL ACTION:

City Council approved a similar contract with G4S on September 10, 2013.

AMOUNT AND SOURCE OF FUNDING:

General Fund Account # 21100 – 522150 – 1000 – 321 – P2103 in an amount not to exceed \$1,398,546.10

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

**COUNCIL PROJECT FORM
(COOPERATIVE CONTRACT)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **SEPTEMBER 23, 2014.**

Request that the Director for the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to G4S Secure Solutions (USA), Inc., G4S Secure Solutions (USA), Inc a contractor under GSA Federal Acquisition Service, GS-07F-0382K (Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response) for Prisoner Services. The City has made the determination that purchasing from this cooperative offers the most cost-effective pricing.

Department:	Police
Award to:	G4S Secure Solutions, Inc. Albuquerque, NM
Annual Estimated Amount:	\$1,398,546.10
Total Estimated Award:	\$1,398,546.10 (1 year)
Account No.:	321 – 21100 – 522150 – 1000 – P2103
Funding Source:	Business and Finance
District(s):	All
Reference No.:	2015-120

This is a Cooperative, service contract.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

*******ADDITIONAL INFO BELOW*******



SERVICES CONTRACT

THIS SERVICES CONTRACT (hereinafter "Contract") is entered into as of October 1, 2014 (the "Commencement Date"), between **G4S Secure Solutions (USA) Inc.**, a Florida Corporation with an office located at 4308 Carlisle Blvd. NE, Suite 101, Albuquerque, New Mexico 87107 ("Contractor" or "G4S"), and the City of El Paso ("Client") with an office located at 911 N. Raynor, El Paso, TX 79903. Hereinafter Contractor and Client may be referred to as the "Party" or "Parties" and Client may additionally be referred to as "City" or "Client".

This Contract is entered into by the Parties under Government Services Administration (GSA) Federal Supply Service Contract #GS-07F-0382, Special Item No. 246-99: Transportation Security Services, expiration date July 23, 2015.

The Parties hereby agree as follows:

1. The attachment listed herein and attached to this Contract are incorporated herein by reference for all purposes as set forth:

Schedule A	Work Schedule and Rates
Schedule B	Standards of Conduct and Performance
Schedule C	Operational Procedures
Schedule D	Performance Reports

2. SCOPE OF SERVICES.

Contractor shall engage and manage qualified, uniformed personnel as Processing, Transportation, and Prisoner Watch Officers to assist the City with prisoner hereinafter referred as "Prisoner" or "Arrestee" by providing the following services (hereinafter "Services"):

1. Processing and oversight of El Paso Police Department (EPPD) prisoners while at Client premises,
2. Transportation and booking of EPPD arrestees into El Paso County Jail facilities and other facilities as deemed necessary and requested by EPPD staff,
3. Transportation Services for arrestee medical clearances, and/or
4. Transportation Services to pick up prisoners at other locations as requested by Client.

All Services are further described in Schedule A, Schedule B, and Schedule C of this Agreement.

Contractor shall furnish and/or perform the services described in this Agreement at Client's premises located at:

1. Mission Valley Regional Command, 9011 Escobar Dr., El Paso, TX 79907
2. Pebble Hills Regional Command, 10780 Pebble Hills, El Paso, TX 79935
3. Northeast Regional Command, 9600 Dyer, El Paso, TX 79924
4. Westside Regional Command, 4801 Osborne, El Paso, TX 79922
5. Central Regional Command, 200 S. Campbell Street, El Paso, TX 79901
6. Any other El Paso Police Department (EPPD) facility or location in or at which services may be performed

(the "Premises") in accordance with this Services Contract and all post orders or other written guidelines agreed upon by Client and Contractor (the "Contract"). The Client has specified the nature, type, degree, of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of this Contract. Coverage hours may be adjusted by EPPD Command Staff by coordinating in advance with G4S Management as long as coverage remains consistent with contractual weekly hours. (b) Contractor is generally available to perform Emergency Services, subject to the Parties entering a separate Emergency Services Agreement that contains mutually agreeable terms and conditions. Emergency Services include, but are not limited to: (i) acts of government in its sovereign capacity, (ii) fires, (iii) floods, (iv) strikes, (v) acts of terrorism, (vi) unusually severe weather, (vii) riots, (viii) earthquakes, or (ix) other acts of God.



3. CONSIDERATION.

(a) The Client shall pay the Contractor an amount NOT TO EXCEED ONE MILLION THREE HUNDRED NINETYEIGHT THOUSAND FIVE HUNDRED FORTYSIX AND 10/00 DOLLARS (\$1,398,546.10) for all services performed pursuant to this Agreement.

(b) Client shall pay Contractor for the Services at the rates specified in Schedule A and in this Section. The Parties shall meet not less than 120 days prior to the annual anniversary date of the Commencement Date to negotiate the rates for subsequent year(s) of Services under this Contract.

(c) As further set forth in Schedule A, the Client agrees to pay Contractor, for hours worked on the calendar date of the recognized holiday, billed Holiday Rates of \$30.21/hr. Recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor employees are paid time plus one half when working on these holidays but the rate billed to Client will remain at \$30.21/hr.

(d) The Client agrees to pay billed rates of \$30.21/hr for temporary services, other than healthcare prisoner watch services, requested with less than 7 days' notice for the first 30 days of service; after 30 days, temporary services cost will be billed at \$21.58/hr regular time and \$30.21 for holidays worked.

(e) Performance reports as outlined in Schedule D will be submitted to Client by Contractor by the 10th (tenth) day of the following month.

4 INVOICES; PAYMENT. Contractor will invoice Client monthly for the Services performed through written invoices calculated at 1/12th of the total contracted amount. Invoices shall not be submitted to Client by Contractor more frequently than once per month. All invoices are due and payable by Client within thirty (30) days upon receipt. Payment and any disputes that arise from invoice, payments, or Services rendered are subject to Texas Government Code Chapter 2251. If the Contract is terminated for any reason herein resulting in a partial month of Services, the corresponding invoicing shall be prorated to reflect the time period of actual Services performed and equipment and vehicle charges.

5. TERM; TERMINATION; RENEWAL. This Contract is effective as of October 1, 2014 and shall continue in effect for one year or until terminated as described herein Section 5. The Parties shall meet not less than 120 days prior to the annual anniversary date of the Commencement Date to negotiate the rates for subsequent year(s) of Services under this Contract. Contractor acknowledges that approval of annual negotiated rates are subject to approval of the Client's governing body. If the Parties fail to come to an agreement on the rates as of the expiration date, the Client may elect to terminate the Contract following discussion by the Client's governing body. The Contract may be terminated: (a) for convenience effective thirty (30) days from the date of receipt of a written termination notice by either Party; (b) by Contractor for non-payment by Client following twenty-four (24) hours written notice; (c) immediately upon written notice to the Client in the event a Bankruptcy petition is filed or a receiver is appointed by or for the Client; (d) by either Party effective thirty (30) days from the receipt of written notice to the other regarding the failure of such other Party to perform its duties or obligations hereunder, provided such failure is not cured within the thirty (30) day notice period; and (e) immediately, and with no further liability or compensation to either Party, upon failure of either the County of El Paso or the El Paso County Sheriff's Office to accept EPPD prisoners from Contractor.

6. SELECTION AND MANAGEMENT OF CONTRACTOR PERSONNEL

(a) Contractor shall conduct pre-employment screenings as described in Schedule B for suitability as prospective employees. (b) Contractor's staff assigned to work under this Contract on the Premises must pass a fingerprint-based background check per the Criminal Justice Information Services (CJIS) Security Policy, and staff must maintain eligibility for access to the Premises under such rules for the duration of the employment for this Contract.



In addition, all staff must receive Security Awareness Training which will be administered by Client. All staff must acknowledge security rules associated with computer usage and law enforcement information.

(c) Client reserves the right to direct Contractor to remove from the contract and/or to refuse or revoke Contractor staff access to the Premises to staff who fail to pass the background check in (a), or who fail to maintain such eligibility for access to the Premises, or who otherwise fail to meet and/or maintain standards of competency, training, appearance, ethics, and integrity through conduct and performance, whether on- or off-duty. Such standards are set out in Schedule B. In such cases, Contractor shall immediately replace any staff who have been removed or whose access is denied. Contractor shall inform Client in writing of any changes in Staff. (d) Contractor shall provide written verification of training, experience, or credentials to Client upon request.

7. ADMINISTRATIVE INVESTIGATIONS AND REQUEST OF INFORMATION. Contractor will timely make available to appropriate and authorized City representatives all records associated with Services performed by Contractor and administrative conducted by Client, upon request. The records will be property of the City and the City will be deemed the custodian of such records. Personnel employed by Contractor shall adhere to City and El Paso Police Department policies and regulations regarding confidentiality of information. Contractor acknowledges that Customer is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act").

8. DUTIES OF TRANSPORTATION OFFICERS. Contractor's transportation officers assigned to the Premises will perform the Services set forth in the Contract and shall adhere to the conditions and procedures set forth in Schedule C. The transportation officers will perform the duties assigned to them in accordance with applicable written post orders or guidelines, but shall be under the sole control and direction of Contractor. The transportation officers, while on duty, shall wear like uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner. Notwithstanding the provisions of Section 6, the Contractor is an independent agent and the Contractor's employees are not employees of the Client. The Contractor shall provide and maintain the transport vehicles that Contractor and Contractor's Staff will utilize to provide the transportation services pursuant to this Agreement.

9. USAGE OF CITY-OWNED EQUIPMENT/FACILITIES. (a) The City shall provide and install a police radio and a mobile computer terminal (MCT) into each transport van to assist transport officers with communication and status tracking. The City bears all radio and MCT installation costs. The City retains ownership of the radios and MCT's along with any additional installation brackets, connection devices and wiring. The City shall be responsible for maintenance and repair costs to radios or MCT's unless repairs are necessary due to gross negligence of G4S personnel. Contractor is responsible for maintenance and repair of any vehicles used in this contract. Contractor may park vehicles used under this contract at City facilities. The City assumes no responsibility or liability for the vehicles. (b) Usage of the police radios and MCT's is subject to FCC regulations and EPPD policies and procedures, to include using codes and radio language common to EPPD. (c) The City shall provide a non-exclusive license to enter City property to occupy as a office space at the El Paso Police Pebble Hills Regional Command Center for the project manager that is equipped with a telephone and a computer connected to a printer. The City retains ownership of the equipment and shall be responsible for maintenance and replacement of the equipment on routine replacement schedules. Contractor shall be responsible for repairs or maintenance of the office space or equipment due to the gross negligence of G4S personnel. In addition, Contractor is granted the right to the non-exclusive use of the main areas of the all of the El Paso Police regional command centers and headquarters building, common corridors and hallways, stairwells, elevators, restrooms, and other public or common areas.

10. INSURANCE AND LIMITATION OF LIABILITY. Contractor shall provide a visible presence, and shall deter, observe and report. Contractor is not an insurer of the premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage.

Contractor shall carry, in a solvent company authorized to do business in Texas, liability insurance in the following minimum amounts:

- (i) Comprehensive automobile liability, with \$10,000,000 combined single limit, and,
- (ii) Comprehensive general liability, with limits of \$10,000,000 per occurrence, \$10,000,000 aggregate, and \$10,000,000 products/completed operations per occurrence.



(iii) With respect to the above required insurance, the City and its officers and its employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this Contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

In addition, for the duration of this Contract and any extension hereof, Contractor shall carry Worker's Compensation Insurance and \$500,000 Employers' Liability Insurance as required by Texas law.

Client shall give timely notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") or, with respect to a third party Claim, within thirty (30) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Contractor by Client unless such notice is given. Contractor's liability under this Contract shall be limited to the limits of Contractor's insurance coverage's as set forth above. Failure to comply with 30 day time limit is not a bar.

11. INDEMNIFICATION. As a condition of this Contract, Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS CONTRACT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability, against the City as required by the City Charter or any law, the City shall promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will thereafter: 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor shall pay all judgments in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss of or damage to Contractor's property from any cause.

12. INABILITY TO PERFORM PROTECTIVE SERVICES. Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, court order or any other cause over which Contractor does not have direct control.

13. COMPLIANCE. Contractor and Client shall comply with all applicable Federal, State and local laws, rules and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. In addition, and in accordance with Section 503 of the Rehabilitation Act of 1973, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job. Further, and in accordance with 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment; qualified special disabled veterans, recently separated veterans, and other protected veterans.



14. SEVERABILITY OF PROVISIONS. The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

15. ASSIGNMENT. Either party may assign this Contract to a wholly owned subsidiary or corporate affiliate. Absent such affiliation, this Contract shall not be assigned by either Party without the other Party's prior written consent, and any attempt to assign this agreement without prior written consent shall deem the consent null and void.

16. GOVERNING LAW. This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in, and shall be governed by and construed in accordance with the laws of the State where the Service is performed.

17. VENUE. Both Parties agree that venue for any litigation arising from this Contract will lie in El Paso, El Paso County, Texas.

18. NOTICE. Any notice required to be delivered by either Party under this Contract shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed in a registered or certified postpaid envelope deposited in the United States mail addressed to the address of either Party as set forth below: '

To Contractor: G4S Secure Solutions (USA) Inc.
4308 Carlisle Blvd. NE, Suite 101
Albuquerque, New Mexico 87107
Attention: Paul Nagy, General Manager

With a copy to: G4S Secure Solutions (USA) Inc.
1395 University Blvd.
Jupiter, Florida 33458
Attention: Contracts Manager

To Client: City of El Paso
300 N. Campbell Street
El Paso, Texas 79901
Attention: Tommy Gonzalez, City Manager, or designee

With a copy to: El Paso Police Department
911 N. Raynor Street
El Paso, Texas 79903
Attention: Assistant Chief Michelle Gardner

19. NON-WAIVER. Any failure of either Party to strictly enforce the provisions of this Contract, with the exception of the notice requirement set forth in Paragraph 16 above, shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving Party.

20. INDEPENDENT CONTRACTOR. Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or its employees incurred in the performance of the Contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of its employees as employees of the City. Neither the Contractor nor its employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Worker's Compensation Program.

21. LICENSES. Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State, County and/or Municipality where Services are to be performed.



22. NO THIRD-PARTY BENEFICIARIES. The Services are being provided only to Client or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor is assuming no duty to protect any other persons or entities or their property. Contractor's liability is noted in the Indemnity provision mentioned earlier in this Contract.

23. HAZARDOUS CONDITIONS. Client warrants and represents that there are no chemical or other hazards that require disclosure to employees of Contractor that have not been disclosed to Contractor under the OSHA Chemical Hazard Communication Standard 1910. 1200. Client agrees that, to the extent it is required by law to provide such training to its own employees, it will allow Contractor employees to attend any Hazard Communication Training Program and will provide all training materials to employees of Contractor.

24. ENTIRE AGREEMENT. This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and Client.

25. MISCELLANEOUS.

- (a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representative, successors and permitted assigns whether the same is masculine, feminine or neutral.
- (b) Each individual executing this Contract on behalf of a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.
- (c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.
- (d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.
- (e) If either Party seeks to enforce this Contract by or through an attorney-at-law, the non-prevailing Party shall pay to the prevailing Party upon demand all costs and expenses incurred by prevailing Party in connection with such enforcement action including, without limitation, attorneys' fees, expert fees, costs and expenses.

SIGNATURE BLOCK FOLLOWS IN THE NEXT PAGE



IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date by a duly authorized agent.

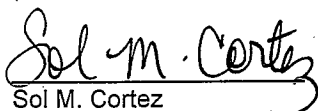
CLIENT: City of El Paso

Tomás González

City Manager

Date: _____

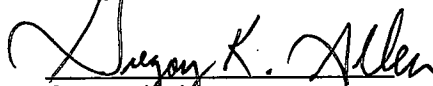
Approved as to Form:



Sol M. Cortez

Assistant City Attorney

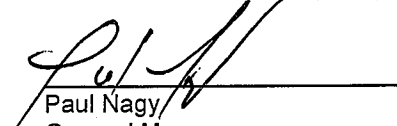
Approved as to Content:



Gregory K. Allen

Chief of Police

G4S Secure Solutions (USA) Inc.:



Paul Nagy

General Manager

Date: 9-16-14



SCHEDULE A

WORK SCHEDULE AND RATES

The pricing herein is subject to the current GSA Schedule as to pricing, but it is not subject to the Service Contract Act Wage Determination since the Agreement is with the City of El Paso and not a federal agency customer.

Regional Command & Transportation Staffing

Operational Periods: Tuesday-Saturday 1600-0900, no coverage on Sunday & Monday. G4S coverage hours may be adjusted by EPPD command by coordinating in advance with G4S Management as long as daily weekly coverage remains consistent with contractual weekly hours.

Locations: All five (5) Regional Command Centers for the City of El Paso – El Paso Police Department and any additional locations as identified by the City of El Paso and the El Paso Police Department:

Pebble Hills Regional Command 10780 Pebble Hills EL Paso, TX 79935	Mission Valley Regional Command 9011 Escobar Dr. El Paso, TX 79907
Northeast Regional Command 9600 Dyer St. EL Paso, TX 79924	Westside Regional Command 4801 Osborne Dr. El Paso, Texas 79922
Central Regional Command 200 S. Campbell St. El Paso, TX 79901	



Transportation Staffing

Transportation Operating Schedules (8 core FTE's)

Transport Team #1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 1		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
SGT 1		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 2		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 3		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours

Transport Team #2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 4		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 5		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 6		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
SGT 2		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34	34 hours	Off	170



					hours			hours
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Regional Command Staffing

Regional Command Booking Staff Operating Schedules (18 core FTE's):

Pebble Hills Processing Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 7	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 8		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 9		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 10		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours

MVRCC Processing Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 11	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 12		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 13		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 14		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours



	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours
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Northeast Regional Command Processing Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
CPO 15	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 16		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 17		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 18		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours

Westside Regional Command Processing Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 19	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 20		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 21		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 22		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34	34 hours	Off	170



					hours			hours
Central Regional Command Processing Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 23	No Coverage	1600- 0030	1600- 0030	1600- 0030	1600- 0030	1600- 0030	No Coverage	42.5 hours
CPO 24		1600- 0030	1600- 0030	1600- 0030	1600- 0030	1600- 0030		42.5 hours
CPO 25		0030- 0900	0030- 0900	0030- 0900	0030- 0900	0030- 0900		42.5 hours
CPO 26		0030- 0900	0030- 0900	0030- 0900	0030- 0900	0030- 0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours

1190 total hours per week of service with a core CPO team of 26 FTE's

Note:

- The Project Manager will embed the working Sergeants into transportation or booking operations as needed to provide effective leadership and supervision.
- G4S will hire additional part time officers beyond the core 26 FTE staff to provide flexibility, back up and reduce CPO overtime.



Prisoner Watch

(If required by EPPD beyond core contract)

G4S Transportation Officers available to provide Prisoner Watch services on an as needed basis, as determined by the El Paso Police Department. If officers are needed for Healthcare Prisoner Watch Services, a rate of \$21.58 will apply when 72 hour notice is given; otherwise an overtime rate of \$30.21/hr. will be applied.



Pricing

Labor Pricing

\$1,343,586.10

- Bill Rate = \$21.58 / hour
- One dedicated G4S Manager

Equipment Pricing

Item	Quantity	Unit Cost Monthly	Total Monthly Direct Bill
Transport Vans 2013/2014 Transport Van with High Security Prisoner Transport Van Conversion, G4S Markings and Amber Light Bar*	Two (2)	<u>\$2,150.00 per van</u> Mileage will not be charged.	\$4,300.00 per month
Prisoner Handcuffs, Leg Irons, Waist Chains	Twelve (12) Sets per Transport Van For two (2) Transport Vans	INCL	INCL
Tasers – from Tasers International	One (1) for each Command post – for five (5) Command Posts One (1) for each Transport Team	40.00 per unit For 7 units	\$280.00 / month



Item	Quantity	Unit Cost Monthly	Total Monthly Direct Bill
EQUIPMENT			\$4,580.00 / month
MONTHLY GRAND TOTAL			

Total Contract Costs \$1,398,546.10

Vehicles= \$51,600.00 2 vehicles X \$4,300.00 per month

TASERS= \$3,360.00 7 units x \$40.00 per month X 12 months

Labor \$1,343,586.10 (including \$8,215.76 for holiday pay)

Vehicles \$51,600.00

TASERS \$3,360.00

Total \$1,398,546.10

***G4S High Security Prisoner Transport Van Conversion and Equipment:**

1. Aluminum Prisoner Transport Insert to include:

- Three (3) compartment design to accommodate a total of 12 prisoners.
- Large compartment will hold up to 6, medium compartment 4 and small compartment 2 prisoners.
- Solid all aluminum construction, lighter weight than steel for increased payload and fuel savings.
- Powder coated finish standard, improves appearance and visibility in compartment.
- Heavy gauge aluminum (.125) walls and benches withstand prisoner abuse.
- Floor and ceiling are part of compartment, reduction of stashing locations for contraband.
- Unique "slam latch" design automatically latches doors.
- Dome lights concealed in protected compartments to prevent tampering - allows officers to see into compartment in preparation for unloading prisoners.
- Lexan spit barrier between driver and prisoners protects from prisoner fluids.
- Emergency exit hatches allow for fast unloading in case of accident or fire and reduces liability.
- Rear grab straps allow rear cuffed prisoner to hold on while in transit.



- Built in seatbelts for 12 passengers.
 - Flip down rear step with non-skid surface is included and permits safe entrance/exit.
 - Fold up side step assembly, heavy duty steel framework with non-slip tread surface.
2. Heavy tint all rear glass panels
 3. Two (2) exterior spotlights - one (1) over side cargo door area and one (1) over rear door area
 4. Map light mounted on the dash board
 5. Rear A/C and Heat - vented directly from top of prisoner compartment
 6. Networkfleet GPS system + OBOII Harness*
 7. OVR Vehicle Security System installed, includes:
 - Four (4) Black & White cameras, 3 interior, 1 external.
 - One (1) 12 Volt Converter
 - One (1) digital video recorder
 8. One (1) Roof vent w/ 12 volt fan
 9. One (1) Lockable file storage cabinet installed between front seats
 10. Installation of Motorola two way radio system, supplied by Customer



SCHEDULE B STANDARDS OF CONDUCT AND PERFORMANCE

EMPLOYEE QUALIFICATIONS / LICENSING REQUIREMENTS

Contractor shall ensure that employees assigned to this contract must possess a Level III Security Officer License at the time of employment under this contract, or undergo and successfully complete Level III Security Officer License training within 30 days of commencement of employment under this contract. Only licensed Level III Security Officers will be assigned as Transport Officers.

The Contractor shall not employ any person who is currently an employee of the City or whose employment would present an actual or apparent conflict of interest.

Contractor shall ensure that employees are US Citizens; hold valid Social Security Cards; meet the minimum qualifications for employment as a Level III Security Officer in the State of Texas; and have sufficient positive work experience to indicate ability to understand orders/ rules/ regulations, interpret written rules/regulations/orders/training materials, compose reports, exercise judgment and courage, even temperament and render satisfactory performance, and maintain poise and self-control during stressful events.

PRE-EMPLOYMENT SCREENING BY CONTRACTOR

The pre-employment screening shall include, but is not limited to, the following:

- Application and Comprehensive Interview Process
- High School Diploma or GED
- 10-Panel Drug Screening
- Social Security Number Trace
- MMPI Psychological Screening
- Fit for Duty Physical
- Computer Literate
- Multi-Jurisdictional US Criminal Database Search
- Multi-Jurisdictional US Sex Offender Registry Search
- US Department of the Treasury Designated Nationals Blocked List
- E Verify
- Past Employer Reference Checks
- Education Check / Copy of Degree or Diploma
- Credit Check
- Driver's License Check
- DD-214, if applicable
- Police / Fire / EMT Training Documents
- Comprehensive Evaluation During Pre-Assignment Classroom Training
- State Level III Security officer License



TRAINING

Employees shall not perform duties under this contract until fully trained and/or licensed as required. All training shall be documented and shall include proficiency testing. Training for employees shall be provided by Contractor and scheduled at times outside of the scope of work under this contract. The only exception is training provided by the EPPD which will include Security Awareness, Radio and MCT operations, and Live Scan prisoner processing training.

In addition to state-legislated training for licensing, employees shall successfully complete a minimum of 120 hours of training in the following topics prior to being assigned to this contract:

- Basic Preparedness
- Life Safety Skills and Certifications
- Legalities
- Professional Communications
- Physical Security
- Interpersonal Relations
- Blood-borne and Airborne Pathogens
- Power of Arrest
- Weapons of Mass Destruction
- Firearms Training and Qualification
- ASP Baton / Self Defense
- Handcuffing, leg irons, waist chains
- Pat downs and searches
- Interviewing Techniques
- Traffic Control
- Abnormal Behavior
- Controlled Substance Identification
- OSHA First responder
- Crowd Control
- Personal Security
- Two-Way Radio Operations
- Interpersonal Communications
- Taser (or other EMD, if applicable) Training
- First Aid/CPR/AED Certification
- Policies and procedures, rules, regulations

Additional training, as applicable, to be provided by Contractor includes:

- A minimum of 40 hours of annual refresher training for all employees, tailored to job function and level of responsibility or rank
- A minimum of 40 hours of supervisory training for supervisors upon initial assignment

POST ORDERS

All post orders must be made available by Contractor to employees and Client and each work location.



EMPLOYEE CONDUCT

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall ensure that employees meet the standards of competency, training, appearance, behavior and integrity. Contractor shall hold employees accountable for their conduct and performance.

Contractor shall ensure that each shift is fully staffed and that employees are dressed in full uniform with equipment ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty location until properly relieved. Upon conclusion of an employee's shift, employees shall ensure that a status update of remaining prisoners is provided to the oncoming G4S shift or to the EPPD officer. Prisoners shall not be left unattended at any time.

Employees shall not discuss or disclose information from case files or law enforcement information, except when necessary in the performance of duties under this contract.

Employees shall not display favoritism or preferential treatment to one prisoner, or group of prisoners, over another.

Employees shall not interact with any prisoner except in a relationship and manner necessary and appropriate to carry out the duties under this contract. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor or service, from any prisoner, any prisoner's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to prisoners, prisoner's family, or associates. Employees shall refrain at all times from recommending or promoting any business or services including, but not limited to, bail/bond services or legal services. Furthermore, employees shall refrain from providing advice to prisoners on any aspect of their case or personal situation.

Employees shall not enter into any business relationship with prisoners or their families (e.g. selling, buying or trading personal property).

Employees shall not have any outside or social contact with any prisoner, his or her family, or associates, except for those activities, which are part of the contracted scope of work and a part of the employee's job description.

All employees shall immediately report to the Project Manager or EPPD Supervisor any violation or attempted violation of these standards.

The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to an EPPD Contract Administrator. Violations may result in employee removal from the contract. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.

UNIFORMS

The design and color of the Contractor's uniforms shall not be similar to those worn by Client.



Contractor shall provide employees assigned to this contract uniforms that consist of the same components and are of the same style and color. In addition, the uniforms shall clearly identify employees as G4S employees and shall include over the right breast shirt pocket an identification nameplate or name tag made of durable material that contains the last name of the employee in clear readable font. Uniforms shall be neat and clean and in reasonably good condition. The Client reserves the right to approve or disapprove of any uniform component or equipment items issued by Contractor to Contractor employees. Contractor is responsible for issuing all uniform components and equipment to Contractor employees.

CREDENTIALS

Contractor shall issue credentials to each of its employees and shall ensure that employees have such credentials in their possession while performing duties under this contract.



SCHEDULE C OPERATIONAL PROCEDURES

ADHERENCE TO POLICIES AND PROCEDURES

Contractor Processing/Transport Officers shall abide by the operational procedures set out in this schedule and the policies and procedures of Contractor. Situations not specifically addressed here shall be handled in a manner deemed reasonable and safe using common sense with consideration of ethics, integrity and the safety of officers, the public and prisoners.

CONTRACTOR POLICIES AND PROCEDURES

Contractor shall have written policies and procedures pertaining to work performance and employee conduct under this contract. Such policies shall include disciplinary actions for infractions. Written certification that employees have received and understand the policies and procedures shall be obtained and maintained by Contractor. Such documents shall be made available to Client upon request.

MANAGEMENT AND SUPERVISION

A Project Manager shall be assigned to this contract who shall be available at all times during regular business hours as well as after hours for emergency situations. Contractor shall provide supervision of processing and transport staff during every shift at each location staffed. Supervisors shall be part of the processing or transport teams and shall serve a dual role.

STAFFING

Transport Teams

Two G4S transport teams shall be staffed at all times to cover the five regional commands with other locations that may be needed from time to time.

- Transportation Officers shall travel among locations to pick up and transport prisoners either to the downtown El Paso County Jail or to the Jail Annex, or a suitable medical facility for medical clearance if required and requested by EPPD personnel. If warrants need to be obtained, then the transport crew may accompany an EPPD officer at the Municipal Court to receive the warrants from the EPPD officer or the EPPD officer may deliver the warrants to the jail, whichever is most efficient and convenient.
- G4S staff shall oversee prisoners in holding cells at the regional commands for a reasonable amount of time determined by work volume, case type, investigative requirements, or any other applicable factor, with tumultuous or violent prisoners being transported as soon as deemed necessary by EPPD personnel
- Transport Officers may be standing by or roving. It is reasonable to expect a minimum of two hours for each transport run but this will increase based on number of prisoners being booked
- Central Regional Command prisoners will be picked up and booked by either transport team to be determined on a case by case basis



Processing Officers

Two G4S processing officers shall be staffed at each of the five regional commands.

- EPPD officers will bring prisoners to the regional command and turn the arrestee over to a G4S crew
- After the prisoner is searched by an EPPD officer who shall secure the prisoner's property in a sealed bag or envelope when possible, G4S officers shall be responsible for processing the prisoner on the Live Scan and for securing the prisoner in the holding cell pending transport. G4S officers will monitor the prisoners while in the holding cells and attend to their needs.
- Generally, EPPD officers will assist G4S personnel with unexpected situations occurring that involve prisoners while at the regional commands

PRISONER PROCESSING

G4S Processing officers shall ensure that prisoners are secure during movement within the facility so as to prevent escape and/or injury to themselves or others or damage to facilities or equipment. When processing prisoners on the Live Scan, G4S officers shall ensure that sufficient assistance is summoned, particularly when a prisoner has been violent or combative, has threatened violence, has indicated a propensity to escape or who otherwise is uncooperative. Prisoners being escorted to the restroom will be escorted by an officer of the same sex. Visual contact will be maintained with the prisoner. Handcuffs shall be removed if feasible and replaced immediately upon conclusion of the restroom break.

TRANSPORT ROUTES

The transport of detainees to and from various destinations by the Contractor shall be performed by the most economical and direct means, using traditional highways while being cognizant of local traffic conditions

TRANSPORT REQUIREMENTS

The Contractor shall provide two person teams of armed officers to securely transport prisoners in a timely manner to required locations.

A trip log shall be created and maintained for each vehicle. Parking summonses incurred are the responsibility of the Contractor and shall be paid in a timely manner. Vehicles shall be parked in such a manner as to abide by local laws and minimize issuance of summons or towing/booting. A chronological summons log shall be maintained by the program manager indicating disposition.

PRISONER HANDLING

When practical and possible, all instructions shall be communicated to the detainee in a language or manner the detainee can understand.

G4S Processing Officers and Transportation Officers shall handle prisoners in a manner that minimizes any avenue for escape with consideration of the safety of officers, jail staff, the public, and the prisoner. Public contact with prisoners shall be prevented or kept to a minimum.

Male and female prisoners shall be transported in separate compartments of the transport van at all times.



Juvenile prisoners (under age 17) will not be transported in the same transport van with adult prisoners (age 17 and above). Sight and sound separation will always be maintained between adult and juvenile prisoners. Juveniles and adults will be processed in separate processing areas.

SEARCH OF PRISONERS

All prisoners must be searched any time a G4S officer is in control of the prisoner regardless of the location in which a transfer of control occurs. A search must include a physical check of the prisoner to include pockets, or any outer removable clothing such as jackets or additional shirts, and a physical check of hair styled in ways that allow for hiding of contraband or weapons. Searches shall be done by a G4S of the same sex as the prisoner. If this is not possible, an EPPD officer of the same sex as the prisoner shall be requested to conduct the search. If a G4S locates contraband or a weapon on a prisoner, an EPPD officer shall be notified immediately and the contraband or weapon shall be turned over to the EPPD officer.

Prisoner property will be received by G4S Officers in a sealed bag or envelope when possible. G4S Officers shall handle all prisoner property and case paperwork in a manner that safeguards against loss, damage or theft.

VEHICLE OPERATION

When operating a vehicle, all laws, rules and regulations must be obeyed at all times. Any accident in which a transport vehicle is involved must be report to EPPD immediately. All passengers to include Transport Officers and prisoners must be restrained within the vehicle by all available safety restraints.

Transport vehicles are to be searched prior to placing prisoners inside, and again after prisoners exit the vehicle.

PRISONER SECURITY

All prisoners must be handcuffed behind the back with handcuffs double-locked, or handcuffs may be used in conjunction with a waist chain with hands cuffed in the front. The only exception is if physical limitations exist in which case a reasonable and humane method of securing the prisoner's hand(s) will be employed. Leg irons shall be used when the number of prisoners being transported exceeds the number of transport officers, or when a prisoner has demonstrated or threatened violence, or has a known propensity to escape. Use of leg irons on intoxicated prisoners shall be limited to occasions when such use does not create a safety hazard. Handcuffs or leg irons shall be applied so that circulation is not inhibited yet shall fit in a way that prevents unauthorized removal.

G4S Officers shall ensure all appropriate and reasonable means are used to prevent escape. This includes, but is not limited to, proper use of all available restraints, maintenance of visual contact, and reasonable physical escort. In the event of an escape, G4S Officers shall call out for assistance via the most readily available and/or efficient means: police-issued radio or phone. Officers shall provide the escapee's name; physical description to include race, sex, height, weight, hair length and color, eye color and clothing description; the last known location and direction of travel; any applicable officer safety information; and any other information such as address or location association that may assist with locating the escapee.



During transport or handling, if any prisoner exhibits signs of illness or injury requiring immediate medical attention, G4S Officers shall stop the vehicle in the closest safe location and summon assistance by requesting Fire and Medical Services. G4S Officers shall provide first aid and/or emergency life-saving measures until appropriate emergency medical personnel are on the scene. Notification shall be made to an EPPD supervisor.

If a prisoner dies while under the custody, care and responsibility of G4S Officers, such officers shall immediately stop the vehicle in the closest safe location and request Fire and Medical Services. In addition G4S officers shall notify EPPD and maintain protection of the scene until EPPD officers are present and take over the scene.

REPORTABLE INCIDENTS

Any disturbance, use of force, transport disruption, unusual occurrence, or departure from normal protocols must be reported to immediately to an EPPD supervisor and to a contract administrator as soon as possible.



Schedule D Performance Reports

Monthly performance reports are required and shall include the following:

1. Time (in hours and minutes) spent by each individual employee in the following categories:
 - Time spent processing prisoners on Live Scan
 - Time spent watching prisoners
 - Time spent assisting EPPD officers with duties related to prisoners
 - Time spent securing and loading prisoners for transport
 - Driving time, mileage and indication of destination (by each leg of trip)
 - Time spent with a magistrate
 - Time spent waiting for a magistrate
 - Time spent obtaining medical clearances
 - Time spent guarding prisoners admitted to a medical facility
 - Time spent at jail in booking process (to include wait time)
 - Time spent doing no activity related to processing, transporting, booking, guarding or obtaining medical clearances (available time)
2. Number of medical clearances obtained
3. Number of prisoners admitted to a medical facility and guarded
4. A narrative summary of significant events, accomplishments, problems/resolutions and suggestions for improvement/recommendations.