

**BOARD OF
EDUCATION**
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CEO/Superintendent

**THE MISSION OF
GWINNETT COUNTY
PUBLIC SCHOOLS**
*is to pursue excellence
in academic knowledge,
skills, and behavior
for each student,
resulting in measured
improvement against
local, national, and
world-class standards.*

437 Old Peachtree Road NW
Suwanee, GA
30024-2978
678.301.6000
www.gwinnett.k12.ga.us

TO: ALL BIDDERS

**FROM: MR. GARY THOMASON
DIRECTOR OF PURCHASING**

RE: RFP # 7004 SECURITY/PATROL SERVICES

DATE: JANUARY 10, 2007

The Gwinnett County Board of Education invites you to submit a bid for furnishing any or all items as listed on the attached proposal forms. **THE BID OPENING WILL BEGIN PROMPTLY AT 2:00 P.M. ON JANUARY 24, 2007, AT THE ADDRESS LISTED BELOW.**

SEALED BIDS will be received, subject to the terms and conditions as specified, in the Purchasing Department for Gwinnett County Public Schools, which is located in the Instructional Support Center at 437 Old Peachtree Road, NW, Suwanee, Georgia 30024, **NO LATER THAN 2:00 P.M. ON JANUARY 24, 2007.** **IF THE BID RESPONSE IS HAND DELIVERED, PLEASE LEAVE THE BID WITH THE RECEPTIONIST AT THE FRONT DESK.**

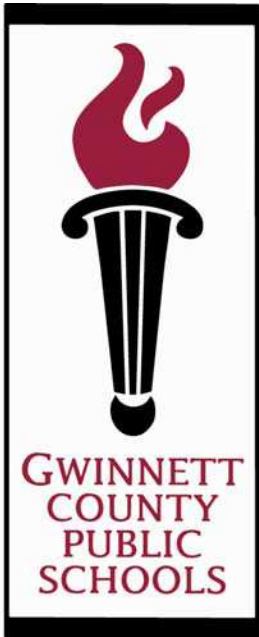
BIDS/RFPs MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE FOLLOWING INFORMATION MARKED CLEARLY ON THE OUTSIDE OF THE ENVELOPE:

- COMPANY NAME
- BID/RFP NUMBER
- OPENING DATE AND TIME OF THE BID

IF YOU RECEIVE MORE THAN ONE BID AT A TIME (i.e. different bid numbers), PLEASE RETURN EACH IN A SEPARATE ENVELOPE.

NO FAXED BIDS/RFPs WILL BE ACCEPTED.

ALL BIDS/RFPs MUST BE SUBMITTED ON OUR ORIGINAL BID PRICING SHEET. BIDS MUST BE FILLED IN COMPLETELY TO BE CONSIDERED (UNIT AND TOTAL PRICE).



ALL BIDDING OPPORTUNITIES ARE NOW POSTED ON OUR WEB PAGE at www.gwinnett.k12.ga.us. Under **Favorite Resources**, double click on **Purchasing**, double click on **Bid Processing**, and to retrieve a copy of the bid, double click on **Current Bidding Opportunities**. Please note that any bids posted may, at any time, have changes made to them. Please check our site periodically to note any changes. Tabulations to these bids will also be posted once an award has been made.

If you have any questions concerning the bid process, please call Anita Oakes @ 678-301-6298. If you have questions concerning the bid specifications, please call Mr. Richard Byrd at 678-301-7492.

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**Directions to Instructional Support Center (ISC)
Gwinnett County Public Schools
437 Old Peachtree Road
Suwanee, GA 30024
678-301-6000**

Directions from Atlanta Area:

I-85 North;

Take exit number 109, Old Peachtree Road;

Turn right on Old Peachtree Road, NW. about 1.5 miles;

ISC will be on left.

Directions from I-85 South toward Atlanta:

I-85 South to exit number 111, GA-317 N / Suwanee;

Turn left onto Lawrenceville-Suwanee Road, NW;

Turn right onto Old Peachtree Rd, NW about 1.1 miles;

ISC will be on right.

Directions from Hwy 29:

Hwy. 29 to Langley Drive;

Langley Drive to W. Pike Street;

Turn left onto W. Pike Street which becomes Duluth Highway.

Straight on Duluth Highway to Lawrenceville-Suwanee Rd;

Turn right onto Lawrenceville-Suwanee Rd. to Old Peachtree Rd.;

Turn left onto Old Peachtree Rd., NW about 1.1 miles;

ISC will be on right.

Directions from Hwy 78:

Hwy. 78 towards Snellville to Scenic Hwy/Hwy.124;

Turn onto Scenic Highway / Hwy. 124 towards Lawrenceville,
to Sugarloaf Parkway;

Turn left onto Sugarloaf Parkway to N. Brown Rd.;

Turn right onto N. Brown Road; to Old Peachtree Rd.;

Turn right onto Old Peachtree Rd. about 1.4 miles;

ISC will be on left.

“INSTRUCTIONS AND CONDITIONS”

(These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.)

1. PREPARATION OF BIDS

- A. All prices and bids must be typed or neatly handwritten.** No erasures are permitted. Errors may be crossed out and corrections typed adjacent and must be initialed in ink by the person signing the bid.
- B. Brand names and numbers when given in bids are for reference to establish a quality standard unless “no substitution” is stated in the specifications.** Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal in quality. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on proposal by bidder, it is understood that the specific item named on the proposal shall be furnished by the bidder. If bidding on other than the make, model, brand or number shown, and offered as an equal, complete technical information, specifications, manufacturer’s name, catalog reference and a catalog cut must be attached to the proposal letter. Failure to include the supportive information will result in the item automatically being rejected. The Board, through its Purchasing Agent, shall be the sole judge in making determination as to the quality. All decisions shall be final.
- C. Quote on each item separately.** All or nothing bids, items or groups based on other items or other bids, will not be considered. **Prices must be stated in units specified** in the bid in order to be considered.
- D. Time of delivery is part of the bid and must be adhered to.** If it is impossible to meet the delivery specified in the bid, bidder shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean “calendar days”.
- E. All bids must be signed by a responsible officer or employee.** The firm name and telephone number must be shown. Obligations assumed by such signature must be fulfilled.
- F. Telephone/fax bids in lieu of this form will not be accepted.**

2. SUBMISSION OF BIDS

- A. Each bid must be submitted on the enclosed form in a sealed envelope with **the company name, opening date and time, and bid number printed on the outside of the envelope.**
- B. Bids, modifications to bids or corrections on bids received after the opening time specified will not be considered. The Board will not be responsible for lateness of receipt due to mail delays.

3. AWARDS

- A. Awards will not be made to a vendor for less than \$500.00 when there are multiple awards on a bid.
- B. Bidders agree that their bids are subject to acceptance at anytime within 30 days after opening, unless otherwise stipulated in the bid.
- C. The Board may place additional orders or increase quantities at quoted prices in excess of the original bid with the consent of the bidder and for such period of time as may be agreed upon between the Board and the bidder.
- D. The Board may accept or reject any or all bids or part of bids and may waive informalities, technicalities and irregularities. The judgment of the Board on such matters shall be final.
- E. **CONTRACT:** The Request for Bid, Bidder's Response and a Purchase Order or Contract and its attachments, either attached hereto or by reference, when received by the successful bidder, shall constitute (1) a binding Contract on the terms set forth herein, and (2) the entire Contract, and it is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

4. PRICES QUOTED

Prices quoted shall be based on F.O.B. delivery our warehouse except where installation is required. Where installation is required, prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving and all other changes incurred in placing the equipment in operation, unless otherwise specified.

All merchandise requiring installation and which is shipped F.O.B. job site must be received by the successful vendor's regularly employed personnel and the equipment stored in the area designated by the owner's representative. The Board will not

assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school officials.

5. SHIPPING AND MARKING

A. All merchandise will be received in our warehouse on weekdays between the hours of 7:00 A.M. and 3:30 P.M. Where two or more items are packaged together, their combined weight shall be no more than two thousand (2,000) pounds.

B. MARKING: Include packing list in each shipment. Packing list must show Gwinnett County Board of Education Purchase Order Number, Contents and Shipper's Name and Address, mark packing list and Invoices covering final Shipment "Order Completed". If no packing list accompanies the shipment, the Buyers count will be accepted. Mark (upper left corner) on each package (box, crate, barrel, bundle, piece) clearly with (1) Shipper's name and address, (2) Contents, (3) Board of Education Purchase Order Number, and (4) Bill of Lading or Express Receipt and on every package the marking specified above, will obligate Shipper for any and all extra cost incurred, including drayage or demurrage.

6. SAMPLES

Samples, when required, must be furnished at the Bidder's expense to the Board. **Samples must be tagged with the bidder's name and Bid Number.** Samples not used or destroyed in testing will be returned to the bidder at his request and at his expense.

The Board will assume no responsibility for items destroyed or stolen when being tested.

7. INVOICES (Three (3) copies required)

All invoices must show the purchase order number, the item number, and should be mailed to Gwinnett County Public Schools, Finance Department, 347 Old Peachtree Road, NW, Suwanee, Georgia 30024-2978.

8. PAYMENT

PAYMENT IN FULL will be made by the Board of Education when an invoice is received indicating that the goods and/or services have been delivered. The Board of Education will also make **PARTIAL PAYMENT** when partial shipment is received, as long as an invoice is received indicating partial delivery.

9. DEFAULT

In the event any property or service to be furnished by the bidder under a Contract or purchase order should for any reason not conform to the specifications contained herein, or to the sample submitted by the bidder with his bid, the Board may reject the property or service. Then, in which event, with specific instructions from the Director of Purchasing, the bidder shall immediately remove the property without expense to the Board and replace all rejected property with such property or service conforming to the specifications or samples.

Should the bidder default in the performance of the foregoing paragraph, the Board may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property to be replaced or substituted. Price paid by the Board of Education in such event shall be the prevailing market price at the time the substitute purchase is made.

10. COMPLIANCE

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and regulations. Successful Bidders must obtain County Permits where necessary.

11. RIGHTS AND REMEDIES

The rights and remedies of the Board provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

12. BIDDERS EVIDENCE OF RESPONSIBILITY

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.

13. SUCCESSFUL BIDDERS

Successful Bidders will be responsible for seeing that all County Inspection Codes are complied with as regarding (1) electrical, (2) gas and (3) water fittings and outlets. **Field Checks** for exact measurements of all spaces for items to be furnished will be the responsibility of the successful bidder. This is to insure proper fitting of all items in the space provided. **Shop Drawings**, if applicable, will be prepared and three (3) copies will be furnished to the Board of Education Purchasing Department, before work is begun.

14. RESPONSE

Failure to respond to Invitation to Bid (submission of bid, or written notice that vendor is unable to bid on this particular request but wishes to remain on the active bidder's list for this particular item) will be understood by the Board of Education to indicate a lack of interest and concurrence in the removal of the vendor's name from the Board's mailing list.

15. DEBARMENT STATUS

By submitting their bid or proposal, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

COMPANY NAME: _____

BY: _____
(PRINT NAME)

(SIGNATURE)

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

THE ABOVE ACKNOWLEDGMENT MUST BE PROPERLY SIGNED AND FIRMLY ATTACHED TO YOUR BID. THIS ACKNOWLEDGMENT BECOMES A PART OF YOUR BID AND WITHOUT IT YOUR BID IS NOT COMPLETE AND WILL BE SUBJECT TO REJECTION.

AGREEMENT
FOR
SECURITY/PATROL SERVICES
BY AND BETWEEN
GWINNETT COUNTY PUBLIC SCHOOLS
AND

CONTRACTOR

DATE

SECURITY/PATROL AGREEMENT

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SECURITY/PATROL AGREEMENT

AGREEMENT made this ____ day of _____, 200__, by and between Gwinnett County Board of Education d/b/a Gwinnett County Public Schools and

_____ (hereinafter called "Contractor").

WHEREAS, Contractor is engaged in the business of performing Security/Patrol for Gwinnett County Public Schools – Instructional Support Center (location 01A), and

WHEREAS, Gwinnett County Public Schools wishes to enter into an arrangement with Contractor to perform Security/Patrol Services for the premises at locations outlined in Exhibit A, (hereinafter called "Project"), and Contractor is willing to undertake the performance of such Security/Patrol Service:

NOW THEREFORE, consideration of the mutual covenants herein the parties hereto agree as follows:

ARTICLES

ARTICLE I: SCOPE OF WORK

Contractor, in a good and workmanlike manner and to the satisfaction of Gwinnett County Public Schools, shall perform all SECURITY/PATROL SERVICES (hereinafter called "Services") in accordance with the provisions of this AGREEMENT and as set forth in Exhibit "A" attached hereto and including all Exhibits hereof.

Contractor agrees to perform Services of the Project, which Services shall consist of the following:

- A. General - Contractor shall perform Services to the Project in accordance with the Specifications attached hereto as Section I "TERMS AND GENERAL CONDITIONS", and Section II "SECURITY SPECIFICATIONS". The Specifications are to be considered only as a guide and in no instance are they a limitation to the level of services; as so determined by Gwinnett County Public Schools.
- B. Personnel - Contractor shall furnish personnel to maintain Services in the Project.

All contractor personnel shall be properly uniformed and display identification of the Contractor at all times. Contractor will provide uniforms for all employees. New uniforms shall be provided each year and Gwinnett County Public Schools shall have the right to review all uniforms before selection. Contractor shall supply sufficient cleaning and mending service for "their" personnel to look neat and clean at all times. All such services will be included in the initial bid price.

Contractor promptly, after demand by Gwinnett County Public Schools, will discharge or transfer from the Project any employee of Contractor whom Gwinnett County Public Schools shall or may object to.

ARTICLE II: COMPENSATION

- A. In full compensation to Contractor for the performance of the Services set forth herein, Gwinnett County Public Schools agrees to pay contractor and the like (contractor) will accept the sums set forth in Exhibit "A" attached hereto based upon Services rendered on the portions of the Project. Gwinnett County Public Schools shall not be responsible for the payment of additional work performed by Contractor that was not authorized in advance by the appropriate Gwinnett County Public Schools designee.

SECURITY/PATROL AGREEMENT

- B. Payment Provisions - Invoices are to be submitted to the designated ISC – Facilities staff member and are to include all properties being serviced by this Agreement. Any emergency work or additional service charges are to be invoiced separately and are to note the department requesting the additional services; as per directed by the appropriate Gwinnett County Public Schools designee. All invoices will be paid by Gwinnett County Public Schools within (30) days of receipt of invoice. If there is any dispute regarding any payment to the Contractor, Gwinnett County Public Schools agrees to promptly pay the undisputed portion of any invoice and without limiting either party's rights to terminate this agreement, the dispute shall be referred to binding expedited arbitration under the rules of the American Arbitration Association.
- C. Attorney Fees - In the event Contractor initiates action to collect amounts past due, in addition to such amounts, Gwinnett County Public Schools shall pay, to the Contractor or its designated representative, all collection costs and reasonable attorney's fees.

ARTICLE III: INSURANCE REQUIREMENTS

- A. Insurance to be Provided by Contractor
Contractor, from the time of commencement of Work hereunder until completion of Work and removal of all personnel from the premises, shall provide and maintain, in effect, the following types and amounts of insurance with insurance companies satisfactory to Gwinnett County Public Schools and contractor as defined in Article III, Paragraph G.
- B. Named Insured
Gwinnett County Public Schools shall be named as additional insured (but only to the extent same are indemnified pursuant to Article IV, hereof) on Contractor's policies for liability insurance required hereunder and such liability policies shall be endorsed to make such insurance primary to any liability insurance carried by Gwinnett County Public Schools.
- C. Waiver of Subrogation
All policies shall be endorsed to provide that underwriters and insurance companies of contractor shall not have the right of subrogation against Gwinnett County Public Schools and all subsidiaries, agents, employees, invitees, servants, subcontractors, insurers, underwriters and such other parties as it may designate.
- D. Certificates
Contractor shall furnish Certificates of Insurance evidencing the insurance required hereunder and upon request shall furnish true copies of the actual policies. Each Certificate shall provide that thirty (30) days prior written notice shall be given Gwinnett County Public Schools in the event of cancellation or material change in the policies. In order to avoid delays in commencing Work, Certificates and/or copies of policies shall be addressed as follows, or to any person or department requesting same – Send one (1) copy to:
- Gwinnett County Public Schools
Attn: ISC - Facilities Manager
437 Old Peachtree Road
Suwanee, Georgia 30024
- E. Premiums Responsibility
All policies shall be endorsed to provide that there will be no recourse against Gwinnett County Public Schools for payment of premium.

SECURITY/PATROL AGREEMENT

- F. Insurance in Force
Contractor shall not commence Services at Project until all of the insurance, that Contractor is required to provide, are in force and the necessary certificates and statements, as required in Paragraph D above, have been received by Gwinnett County Public Schools.
- G. Insurance Coverage
The following minimum insurance must be maintained by Contractor over the duration of this Agreement:
1. Worker's Compensation
Worker's Compensation and Employer Liability Insurance which shall comply with the statutory requirements of the State of Georgia and shall apply to all persons employed by Contractor.
 2. Commercial General Liability Insurance
Commercial general liability insurance, including contractual liability and automobile liability with the following limits.
 - (a) General bodily injury of not less than \$1,000,000 for death or injury to one person and \$1,000,000 for death or injury to more than one person, and automobile bodily injury liability of not less than 1,000,000 for death or injury to one person and \$1,000,000 for death or injury to more than one person, in any one occurrence.
 - (b) Property damage liability in which Owner's property or the property of any other person, firm or corporation is damaged with limits of not less than \$1,000,000 for general and contractual liability and not less than \$1,000,000 in relation to automobile liability arising from any one occurrence.

ARTICLE IV: INDEMNIFICATION

- A. General
The Contractor hereby agrees to indemnify and save harmless Gwinnett County Public Schools from and against all liability claims and demands on account of injury to persons including death resulting therefrom, losses, damages, expense (including attorney's fees), claims, demands, payment recoveries, judgments and damage to property arising out of or caused in any manner by the performance or the failure to perform any work under this Agreement by the Contractor, Contractor's employees and agents of the Contractor and Contractor's Property. The Contractor shall, at his or its own expense, defend any and all actions at law brought against the Owner, or Gwinnett County Public Schools based thereon and shall pay all attorney's fees and all other expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any sub-contracted operations.
- B. Employees and Equipment of Gwinnett County Public Schools
Contractor's responsibility for damage to property or injury or death of persons includes, without limitation upon the generality thereof, damage, injury or death caused in whole or in part by any machine, tools, equipment belonging to or furnished by Gwinnett County Public Schools and used by Contractor or its subcontractors in the performance of the Agreement, or caused by act of any employees of Gwinnett County Public Schools while such employee is acting under the direction or control of Contractor or its subcontractors and in its behalf carrying out for it any Services to be performed under this Agreement.

SECURITY/PATROL AGREEMENT

ARTICLE V: PERSONNEL

- A. The Contractor warrants, its employees, representatives, and others entering on Project in the performance of Services or in connection therewith, shall at all times comply with any and all applicable Laws, Ordinances, Statutes, Rules and Regulations, Federal, State, County, Municipal, City, Project, including but expressly not limited to those relating to labor relations, fair employment practices, pay rates, working conditions, safety and health.
- B. The Contractor agrees that all work performed by or at the direction of Contractor hereunder shall be performed in compliance with the requirements of the Occupational Safety and Health Act (OSHA) of 1970.
- C. Contractor shall comply with and be bound by labor agreements executed by Contractor and applicable to Services to be performed hereunder. Upon the written request of Gwinnett County Public Schools to Contractor. Contractor shall promptly remove from the performance of Services hereunder any employee of Contractor deemed unsatisfactory by Gwinnett County Public Schools for any reason whatsoever.
- D. Contractor is an equal opportunity employer and Contractor agrees to hold Gwinnett County Public Schools and their directors, officers, representatives and employees and students free and harmless of and from, and defend and indemnify them against any and all claims or suits which may be brought about in the matter of racial, sexual, and or any other type of discrimination with regards to the employees of the Contractor.
- E. Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Gwinnett County Public Schools from and against the payment of all pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the performance of the Services under this agreement.
- F. Nothing contained in this Agreement or otherwise shall be interpreted to create or establish any joint employee relationship by and between Gwinnett County Public Schools and Contractor.

ARTICLE VI: TERM

The Agreement shall commence on _____, 2006, and shall continue thereafter in full force and effect for a term of one (1) year with options to renew for an additional four (4) years. The Contract must be specifically renewed each January, regardless of the commencement date. The Contract may be terminated by either party, without cause, for any reason, on thirty (30) days written notice of termination to the other party.

In addition, Gwinnett County Public Schools reserves the right, at any time upon giving prior written notice to Contractor, to immediately terminate this Agreement:

- A. For failure of Contractor to supply a sufficient number of properly skilled employees or to diligently perform the Services under this Agreement within ten (10) days after written notice thereof:
- B. In the event Contractor shall commit a breach or default of any of its duties, liabilities or obligations under this Agreement and fail to cure or remedy such breach within ten (10) days after written notice thereof:

SECURITY/PATROL AGREEMENT

- C. In the event a Receiver is appointed to take possession of all or substantially all of Contractor's assets, or Contractor makes an assignment for the benefit of its creditors, or any action is taken or suffered by Contractor under any insolvency, bankruptcy or reorganization act upon twenty-four (24) hours written notice:
- D. In the event of cessation of the Services by Contractor upon twenty-four (24) hours written notice:
- E. In the event of a sale of property owned by Gwinnett County Public Schools Project upon twenty-four (24) hours written notice.
- F. If Gwinnett County Public Schools has its Lease canceled, or such Agreement expires, this Contract shall become null and void effective the same date, unless this Contract is assumed by Owner or such other party whom Owner directs. Gwinnett County Public Schools may assign this contract to the Sub-tenant or to such party as Owner directs and Gwinnett County Public Schools shall be removed from contractual liabilities. The Contractor shall receive notification of such cancellation or assignment.

ARTICLE VII: LAWS, RULES AND REGULATIONS

Contractor agrees that it will comply and cause its employees and agents and others entering on the Project in the performance of such Services or in connection therewith to comply with applicable laws, ordinances, rules and regulations, including, but not limited to, all applicable laws and Executive Orders concerning discrimination in employment, pertaining to such Services, and Rules and Regulations pertaining to the Project.

Contractor agrees that it will comply and cause its employees and agents and others entering on the Project to comply with the rules of the Georgia Board of Private Detective and Security Agencies.

ARTICLE VIII: ASSIGNMENTS AND SUBCONTRACTS

It is expressly understood and agreed that this agreement is personal to Contractor and that Contractor shall have no right, power or authority to assign this agreement or any portion thereof, either voluntarily or involuntarily, by operation of law, and that Contractor shall not have any right, power or authority to sublet or subcontract the Services to be performed hereunder, or any portion thereof, without Gwinnett County Public Schools' express written approval and consent being first, had and obtained. Neither approval and consent by Gwinnett County Public Schools to Contractor's entering into any subcontract or the failure or performance thereof by any such subcontractor shall relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall be and remain liable hereunder to the same extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

ARTICLE IX: INDEPENDENT CONTRACTOR

All Services herein provided for shall be done and performed by Contractor and under the sole supervision, direction and control of Contractor, as an independent Contractor. Gwinnett County Public Schools shall look to Contractor for results only, and shall have no right at any time to direct or supervise Contractor or Contractor's servants or employees in the performance of Services or as to the manner, means and method by which Services are performed. All workers furnished by Contractor pursuant to this Agreement, and all representatives of Contractor shall be and remain the agents or employees of Contractor or of Contractor's subcontractor at all times, and shall not at any time or for any purpose whatsoever be employees or agents

SECURITY/PATROL AGREEMENT

of Gwinnett County Public Schools. Contractor agrees that any and all Services performed by Contractor pursuant to this Agreement shall meet with the approval of Gwinnett County Public Schools, and that Services in progress shall be open to inspection by Gwinnett County Public Schools at all times.

ARTICLE X: INTERPRETATION

- A. Entire Agreement
This Agreement together with the Attachments hereto, constitute the entire Agreement between the parties, and no proposal, conversations, bids, memoranda or other matters shall vary, alter, or interpret the terms hereof. No agreement or other understanding purporting to add or modify the terms and conditions hereof shall be binding unless agreed to by the parties in writing.
- B. Captions
The captions in this Agreement and Attachments hereto are for convenience of the parties for identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretive thereof.
- C. Non-Waiver
Failure of either party to exercise any option, right or privilege under this Agreement and its Attachments, or to demand compliance as to an obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event, and is evidenced by a properly executed instrument.

ARTICLE XI: NOTICES

Any written notice required or made to be given by Contractor to Gwinnett County Public Schools, shall be addressed to:

Gwinnett County Public Schools
Instructional Support Center
Attn.: ISC - Facilities Manager
437 Old Peachtree Road
Suwanee, Georgia 30024

Any written notice required or made to be given by Gwinnett County Public Schools to Contractor shall be addressed to:

All written notices shall be delivered in person to the Company above mentioned, or shall be sent by registered mail with return receipt requested, in a sealed envelope and shall be deemed effective when deposited in the United States Post Office, postage prepaid and addressed as above provided. The parties hereto may, by notice in writing, designate another address or office to which notice shall be given pursuant to this Agreement.

SECURITY/PATROL AGREEMENT

ARTICLE XII: BINDING

This agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

ARTICLE XIII: GOVERNING LAW

This agreement shall be construed and enforced in accordance with the Laws of the State of Georgia.

ARTICLE XIV: ATTACHMENTS

Contractor shall comply with the terms, conditions and provisions of this Agreement and the Attachments hereinafter set forth which are incorporated by this reference and made a part hereof:

Section I	-	Terms and General Conditions
Section II	-	Security/Patrol Specifications
Exhibit "A"	-	Contractor's Proposal to Gwinnett County Public Schools (Goldenrod)
Exhibit "B"	-	Injury & Illness Prevention Program (Blue)
Exhibit "C"	-	Key Schedule (Pink)

END OF SECURITY/PATROL AGREEMENT ARTICLES

In witness whereof, the parties hereto cause this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GWINNETT COUNTY PUBLIC SCHOOLS

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR'S NAME

BY: _____

TITLE: _____

DATE: _____

SECURITY/PATROL AGREEMENT

SPECIFICATION SECTION – 01/02/2007 **SECTION I: TERMS AND GENERAL CONDITIONS**

Contractor agrees to perform the herein specified Services for the Project, which Services shall be performed under the following terms and general conditions.

A. INTENT OF SPECIFICATIONS

It is the intent of this specification that the services for the Project be made to ensure a safe and productive environment at all times. These minimum specifications should, therefore, be referred to as a guide for, rather than a limitation to, the Services required to effectively maintain the Project.

B. INTERPRETATION

It is understood that wherever the words "adequate" or "as required" or "as necessary" or "if necessary" are indicated in the specifications these terms shall be construed to mean "as determined by Gwinnett County Public Schools".

C. TRAINING, LICENSURE AND REGISTRATION

Contractor shall adhere to and abide by the Georgia Board of Private Detective and Security Agencies rules and regulations and shall ensure that the following requirements, as established by the Examining Boards Division of the Georgia Office of the Secretary of State, are in place prior to entering the project.

1. Contractor shall be licensed by the State of Georgia Board of Private Detective and Security Agencies and shall meet the qualification requirements, as so determined, by the Board in section 509-2-02 of the Rules of the Georgia Board of Private Detective and Security Agencies.
2. Contractor's employees, agents and others entering the Project, armed or unarmed, shall be registered, with the Georgia Board of Private Detective and Security Agencies, as an employee with the Contractor.
3. Contractor shall certify that its employees, agents and others entering the Project, have met the training requirements, of the law and rules, as defined below:
 - a. Unarmed Guards – Section 509-3-02 of the Georgia Board of Private Detective and Security Agencies.
 - b. Armed Guards – Section 509-3-03 of the Georgia Board of Private Detective and Security Agencies.
 - c. Firearms Training – Section 509-3-08 of the Georgia Board of Private Detective and Security Agencies.
 - d. Firearms Annual Training – Section 509-3-09 of the Georgia Board of Private Detective and Security Agencies.
4. Contractor's Armed Security Officers shall possess a Permit to carry an exposed weapon, as issued by the Georgia Board of Private Detective and Security Agencies, and shall undergo

SECURITY/PATROL AGREEMENT

background investigations through the system of identification of the Georgia Bureau of Investigation (GCIC) and Federal Bureau of Investigation (NCIC), per Section 509-2-04 of the Rules of the Georgia Board of Private Detective and Security Agencies.

5. Contractor shall perform Annual background checks of employees assigned or performing work at Project, as so determined and defined by the Board in section 509-2-08 of the Rules of the Georgia Board of Private Detective and Security Agencies, and shall make the information privy to Gwinnett County Public Schools upon completion and filing with the Georgia Board of Private Detective and Security Agencies.

G. STAFFING AND BACK-UP STAFF REQUIREMENTS

1. Working Staff

- a) The Contractor may be called upon periodically by Gwinnett County Public Schools to perform work not herein specified. Such work will be classified as contract extras. In no instance, however, is the Contractor to use the normal staff for such extra work during the time period normally assigned for scheduled security/patrol activities.

2. Back-up Staff

- (a) The Contractor shall maintain and show evidence of an adequate back-up labor force and supervisory staff to be able to assist the Project immediately in case of flood, fire, natural or man-made disasters or any other emergency.
- (b) The Contractor must submit a list of at least three emergency telephone numbers and one emergency pager number of management level supervisory personnel other than the local branch office number or answering service who are authorized to dispatch back-up working crews in the event of a requirement by Gwinnett County Public Schools for such Services. The Contractor will update those emergency telephone numbers as required throughout the term of the Agreement.

H. SUPERVISION - MANAGEMENT REVIEW

The Contractor shall maintain and show evidence of an adequate management level supervisory staff who shall make periodic scheduled and unscheduled visits, no less than weekly, to the Project, both during the normal business hours of Gwinnett County Public Schools, and when the nightly Services are being performed. The purpose of these visits is to ensure the optimum level of Services as previously defined herein.

I. EQUIPMENT

All equipment furnished to and by contractor shall be kept in first class working order at all times, and shall be replaced when obsolete or defective as determined by Gwinnett County Public Schools.

1. Gwinnett County Public Schools shall provide Contractor with a means of communicating with the Client's faculty, staff and students, independent of Gwinnett County Public Schools' internal voice and data system. Gwinnett County Public Schools will supply the Contractor with all pertinent information and update this equipment and all corresponding numbers as required throughout the term of the Agreement.

SECURITY/PATROL AGREEMENT

2. All equipment/property, furnished by Contractor, under this contract, shall remain its property. Upon the termination of this contract, the Contractor shall have a reasonable time-frame to remove its property from the Client's premises.

J. SCHEDULING

1. Daily Schedule

- (a) All services will be performed, as per indicated in Attachments "A, A1 and A2" Sunday through Saturday, fifty-two (52) weeks per year: Contractor is not expected to perform specific services on the holidays listed below. Should there be contradicting items within this document, concerning scheduling, the information found within Attachment "A," will supercede all others.

Gwinnett County Public Schools' Holiday schedule includes Labor Day, Thanksgiving Break and Christmas Break, New Years Day, Martin Luther King Day, Spring Holiday, Memorial Day and Independence Day only!

K. KEY CONTROL

Upon commencement of work, Gwinnett County Public Schools will provide the Contractor with the keys specified in Exhibit "C," and any others which will be deemed necessary to perform the scope of Services.

Notwithstanding anything to the contrary in this agreement; Gwinnett County Public Schools shall not be responsible for any damages, including, without limitation:

1. Any damages caused by the negligence or fault of Contractor, its agents, and employees.
2. Any cost associated with or incurred in re-keying or changing locks caused by the loss or theft of any keys as so specified in Exhibit "C," and all others so duly supplied thereafter. Should keys be misplaced, stolen and/or lost, Contractor shall provide Gwinnett County Public Schools' ISC – Facility Management Department, with written identification of the keys lost and/or stolen to the following address and or facsimile number, at least twenty-four (24) hours after keys have been misplaced/stolen and/or lost.

Gwinnett County Public Schools
Instructional Support Center
437 Old Peachtree Road
Suwanee, Georgia 30024-2978
Facsimile Number: (678) 301-7491

Should this agreement be terminated by either party, Client shall turn over all keys specified in Exhibit "C", and all others so duly supplied thereafter, to the appropriate Gwinnett County Public Schools ISC Facility Management designee.

SECURITY/PATROL AGREEMENT

SPECIFICATION SECTION – 01/02/2007 SECTION II: SECURITY/PATROL SPECIFICATIONS

Weekday Services: Armed Guard, Vehicle Patrolled – Will be scheduled five (5) days per week (Monday through Friday), eight-teen (18) hours per day, between the hours of 5:00 AM and 11:00 PM at:

Gwinnett County Public Schools
Instructional Support Center
437 Old Peachtree Road
Suwanee, Georgia 30324

All other schedules to be reviewed and approved by Gwinnett County Public Schools.

A. Exterior Grounds

1. Upon arrival at 5:00 AM:
 - a. Ensure that the **Old Peachtree Parking Lot Gate** is open to the public at 5:30 AM
 - b. Ensure that the **Northridge Parking Lot Gate**, which is an automatic gate, opens to the public at 6:00 AM
 - c. Ensure that the **Northbrook Parkway Parking Lot Gate, manual gate**, is open to the public at 5:30 AM
 - d. Ensure that the **North Brook Parking Lot Gate, which is an automatic gate to the Service Area**, is open to the public at 6:00 AM
2. Parking Lot Gates shall close at the following times:
 - a. **Old Peachtree Road Main Gate** – Close at 6:00 PM
 - b. **Northridge Electronic Gate** – Close at 6:00 PM
 - c. **Northbrook Parkway Gate** – Close at 6:00 PM
 - d. **Northbrook Parkway Service Entrance Gate** – Close at 5:30 PM
3. **Patrol exterior grounds** and parking areas, **by foot and by vehicle**, to establish a presence, noting any discrepancies or building related issues which may cause harm to the public.

B. Building 100

1. After opening the Parking area gates, begin un-securing the Administrative building by checking public areas, turning on lights within Hallways and Restrooms and un-securing the following Professional Learning Labs and Board Room Side-Bar Rooms.

1.106 1.107 1.108 1.620

All other Building 100 Conference Rooms, Board Room and Training Rooms should remain locked and should be opened by the user or as a request to Security by the user.

SECURITY/PATROL AGREEMENT

2. Ensure the following Main Entrance doors to Building 100 are open to the Public at 6:30 a.m.

Building 100 Old Peachtree Lobby
Building 100 Main Entrance

The Exterior doors are on an Electronic Door Strike and will open, automatically, at 6:30 a.m., for any reason, in which the doors do not open, S/O will contact the appropriate parties for instruction on un-securing the doors for business.

3. Walk-through facility to establish a presence, noting any discrepancies or building related issues which may cause harm to the public.
4. Contractor will assist the Facilities Department in enforcing the security plan developed by Gwinnett County Public Schools.
5. Contractor will become familiar with the emergency, fire and disaster plans developed by Gwinnett County Public Schools.
6. At 6:00 p.m., check to ensure that all doors within the following department are secured:

Human Resources – 1.875
Employee Records – 1.760
Accounting Division – 1.720
7. Immediate transmittal of all accident(s) and/or damage reports (to person(s) or property) to the Facilities Department and Gwinnett County Public Schools Risk Management Division.
8. Ensure that the following Main Entrance doors to building 100 are closed to the Public at the noted times:
Building 100 Old Peachtree Lobby – 5:00 PM
Building 100 Main Entrance Doors – 6:00 PM
9. Provide detail report of daily activities to ISC – Facility Management Department
10. Escort Faculty, Staff and Students to automobiles upon request.

C. Building 200

1. Upon arrival and after un-securing Building 100, check public areas, turning on lights within Hallways and Restrooms and un-securing the following Professional Learning Labs and Conference Rooms:

2.101 2.102 2.111 2.112 2.121 2.122 2.124 2.143 2.144 2.147 2.148
2.021 2.023 2.024
2. Ensure Main Entrance doors to Building Facility are open to public at 6:30 a.m.
3. Walk-through facility to establish a presence, noting any discrepancies or building related issues which may cause harm to the public.
4. Contractor will assist the Facility Department in enforcing the security plan developed by Gwinnett County Public Schools.

SECURITY/PATROL AGREEMENT

5. Contractor will become familiar with the emergency, fire and disaster plans developed by Gwinnett County Public Schools.
6. Coordinate with Gwinnett County Public Schools' ISC – Security Monitor, in reporting to Building 200 Console at 4:00 PM to provide Concierge/Courtesy Officer assistance to the Professional Learning Labs until 10:00 PM.
7. Secure Lower Level Lobby of Building 200 at 5:00 PM
8. Secure Upper Level Lobby of Building 200 at 10:00 PM. Under no circumstances should anyone be left in the Professional Learning Labs or Public areas of the Building unsupervised.
9. Provide detail report of daily activities to ISC – Facility Management Department
10. Escort faculty, staff and students to automobiles upon request.

Week Day Services: Non-Armed Guard, Vehicle Patrolled – Will be scheduled five (5) days per week (Monday through Friday), six (6) hours per day, between the hours of 11:00 PM and 5:00 AM at:

Gwinnett County Public Schools
Instructional Support Center
437 Old Peachtree Road
Suwanee, Georgia 30324

All other schedules to be reviewed and approved by Gwinnett County Public Schools.

- A. Building 100 and 200 and exterior parking areas and grounds.
 1. Upon arrival at 11:00 PM, check to ensure that all exterior doors are secure.
 2. Walk-through facility to establish a presence, noting any discrepancies, building related issues which may cause harm to the public and staff members working late w/in the building.
 3. Patrol parking lot areas for the remainder of the night using vehicle patrol and check security of building intermittently throughout the night.
 4. Contractor will be required to respond to Building Alarms from Monitoring Station and report building status to GCPS Safety and Security, ISC – Facilities Department designee and Information Management Department designee.

Weekend Services: Armed Guard, Vehicle Patrolled – Will be scheduled one (1) day per week (Saturday), 18-hours per day, between the hours of 5:00 AM and 11:00 PM at:

Gwinnett County Public Schools
Instructional Support Center
437 Old Peachtree Road
Suwanee, Georgia 30324

All other schedules to be reviewed and approved by Gwinnett County Public Schools.

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- A. Building 100 and exterior parking areas and grounds – Saturday
1. Upon arrival, check to ensure that all exterior doors are secure.
 2. Walk-through facility to establish a presence, noting any discrepancies, building related issues which may cause harm to the public and staff members working w/in the building.
 3. Patrol parking lot areas, using foot and vehicle patrol, and check security of building intermittently throughout the shift(s).
 4. Contractor will be required to respond to Building Alarms from Monitoring Station and report building status to GCPS Safety and Security, ISC – Facilities Department designee and Information Management Department designee.
- B. Building 200 and exterior parking areas and grounds – Saturday
1. Ensure that the exterior door to the Upper Lobby of Building 200 is open and accessible to the Public at 7:00 AM
 2. Guard should be stationed at the Building 200 Console from 7:00 AM until 5:00 PM.
 3. Walk-through facility to establish a presence, noting any discrepancies, building related issues which may cause harm to the public and staff members working w/in the building.
 4. Patrol parking lot areas, using foot and vehicle patrol, and check security of building intermittently throughout the remainder of the shift(s).
 5. Contractor will be required to respond to Building Alarms from Monitoring Station and report building status to GCPS Safety and Security, ISC – Facilities Department designee and Information Management Department designee.

Weekend Services: Non-Armed Guard, Vehicle Patrolled – Will be scheduled two (2) days per week (Saturday and Sunday):

Saturday: 6-hours per day, between the hours of 11:00 PM and 5:00 AM

Sunday: 24-hours p/day, between the hours of 5:00 AM Sunday morning and 5:00 AM, Monday morning at:

Gwinnett County Public Schools
Instructional Support Center
437 Old Peachtree Road
Suwanee, Georgia 30324

All other schedules to be reviewed and approved by Gwinnett County Public Schools.

- A. Building 100 and 200 exterior parking areas and grounds – Saturday and Sunday
1. Upon arrival, check to ensure that all exterior doors are secure.
 2. Walk-through facility to establish a presence, noting any discrepancies, building related issues which may cause harm to the public and staff members working w/in the building.

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3. Patrol parking lot areas, using foot and vehicle patrol, and check security of building intermittently throughout the shift(s).
4. Contractor will be required to respond to Building Alarms from Monitoring Station and report building status to GCPS Safety and Security, ISC – Facilities Department designee and Information Management Department designee.

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EXHIBIT A – PART 1:

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

SECURITY/PATROL AGREEMENT

EXHIBIT A – PART 1 (DUPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

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EXHIBIT A – PART 1 (TRIPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

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EXHIBIT A – PART 2:

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

SECURITY/PATROL AGREEMENT

EXHIBIT A – PART 2 (DUPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

SECURITY/PATROL AGREEMENT

EXHIBIT A – PART 2 (TRIPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Security Operations/Staff)

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EXHIBIT A – PART 3:

Contractor's Proposal to Gwinnett County Public Schools (Patrol Vehicle/Car)

SECURITY/PATROL AGREEMENT

EXHIBIT A – PART 3 (DUPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Patrol Vehicle/Car)

SECURITY/PATROL AGREEMENT

EXHIBIT A – PART 3 (TRIPLICATE):

Contractor's Proposal to Gwinnett County Public Schools (Patrol Vehicle/Car)

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EXHIBIT B – INJURY AND ILLNESS PREVENTION PROGRAM

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EXHIBIT C – KEY SCHEDULE

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EXHIBIT D – SITE FLOOR PLAN

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EXHIBIT D – BUILDING 100 FLOOR PLAN

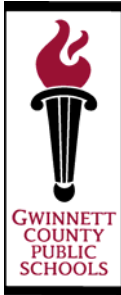
SECURITY/PATROL AGREEMENT

EXHIBIT D – BUILDING 200 FLOOR PLAN

SECURITY/PATROL AGREEMENT

EXHIBIT E – GCPS SECURITY MONITOR POSITION DESCRIPTION

Employee of Gwinnett County Public Schools



Position Description: ISC Security Monitor

Department: ISC – Facilities Department

Reports To: ISC Facilities Manager
Executive Assistant for Administration (in the absence of the ISC-Facilities Manager)

Supervises: Security Contractual Staff and interacts with Staff, Faculty and the General Public on a daily basis.

Hours: 8:00 AM – 5:00 PM (246 Days per/Year, Flexible Schedule) – Exempt Status

General Summary: Individual will provide services and assist with the coordination and supervision of Security Services for the entire Instructional Support Center Campus.

Individual will be responsible for providing a safe and secure environment, conducive to working and learning, for Faculty, Staff, Students and Guests of the ISC.

Individual will assure that assigned areas are properly patrolled and that all regulations pertaining to Security of personnel and property for the GCPS – ISC are properly enforced and infractions or violations are properly addressed and documented.

Keeps ISC – Facilities Manager informed of activities and work performance, receives verbal and written reports on suspicious and/or unusual incidents, prepares and submits daily security reports, reports life-safety issues or threats to life and/or property, provides escort services, as needed, and performs other related duties as assigned.

Job Functions/Key Requirements include the following: Other duties may be assigned

1. Individual will monitor compliance with organizational security policies and procedures among Staff, Faculty, Contractors, Guests and other third party affiliates and takes corrective action.
2. Individual will observe and report unusual activities, relating to crimes and be visible among the General Public as a means of crime(s) prevention.
3. Enforce those rules and regulations set forth by the Gwinnett County Public Schools Board of Education, Gwinnett County Public Schools Safety & Security Department, Gwinnett County Facilities & Operations Division and the Gwinnett County Public Schools Instructional Support Center.
4. Assesses Security needs and controls access to buildings and property and ensures only authorized entry.
5. Monitors and controls all Alarm Systems: Responds to alarm equipment problems and/or alarm trips or Police dispatches – Actions will include returning to the building to inspect and disarm or rearm systems as required, and

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meet with Police and/or representatives from Alarm Company. Monitors and operates multiple CCTV monitors and cameras in order to conduct video surveillance and record activities at varied locations from a Central Station.

6. Provides training to New personnel and/or Contractual staff.
7. Documents information on unusual incidents; establishes, creates, updates and maintains manual and automated Security filing systems and controls access to confidential information.
8. Patrols buildings and grounds; responds to and reports incidents or occurrences in order to minimize or deter the development of hazardous or dangerous situations.
9. Escorts, Staff, Faculty, Guests, Visitors and Students to personal vehicles w/in the Instructional Support Center parking areas as requested.
10. Perform other duties, special projects, functions and responsibilities, as assigned, by the ISC-Facilities Manager or appropriate Executive Cabinet Member.

Knowledge, Skills and Abilities, Required To Perform Essential Functions:

Candidate/individual, to perform this job successfully, must be able to perform, satisfactory, each essential duty: The requirements listed below are representative of the knowledge, skill, and/or ability required.

1. Individual performs, supervises and manages processes in performing complex work, processing, distributing and delivering mail/parcel(s).
2. Individual will know how to operate Pitney Bowes, Hasler, Neopost and/or FP Mailing Solutions Meter Machines/Mailing Systems and process skills and knowledge in postage meter management.
3. Must possess and demonstrate good customer service skills
4. Must demonstrate effective written and oral communication skills.
5. Ability to work in a Multi-Cultural setting.
6. Ability to make assignments and decisions as the ISC Mailroom Coordinator
7. The position requires sitting at a desk, writing by hand and use of a computer: It also requires extensive walking from building to building.
8. The position requires the physical ability to pick-up and maneuver up to 50 lbs. of dead weight, without assistance from anyone.
9. The position requires the ability to move (including stretching and bending), without restriction, in any direction.
10. The position requires turning, bending, standing, walking and the ability to do so, for extended periods of time.

Education/Work Experience or Required Skills Required To Perform Essential Functions:

The requirements listed below are representative of Education required.

1. High School diploma or General Education Degree (GED) with appropriate specialized training in job related areas.
Degree in related field preferred.
2. Minimum of five (5) years experience as a Security Officer, Military Police Officer or Law Enforcement Officer involving Public contact or the equivalent with two (2) of the five (5) years of experience in a Supervisory capacity, managing other Security Officers, Military Police Officers or Law Enforcement Officers.

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3. Ability to work irregular hours, nights/weekends/holidays, call-outs and overtime and must be able to work in inclement weather or weather extremes.
4. Must possess and demonstrate good Customer Service skills.
5. Must demonstrate effective written and oral communication skills.
6. Ability to control uncooperative subjects and demonstrate self-restraint in challenging and/or difficult situations.
7. Ability to work in a Multi-Cultural setting.
8. Ability to train new Security Officers
9. Ability to make assignments and decisions as the ISC Security Monitor

Qualifications/Licenses Required To Perform Essential Functions:

The requirements listed below are representative of Licenses required.

1. Post Certification preferred
2. Pass a Criminal History, Psychological and Polygraph Test
3. Possess a current and valid State of Georgia Driver's License
4. Selected candidate will need to be able to complete and pass the back-ground check and the training necessary to acquire licensure through the Georgia Board of Private Detective and Security Agencies, as established by the Examining Boards Division of the Georgia Office of the Secretary of State, within six (6) months of employment.

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EXHIBIT F – CONTRACTOR AND GCPS SHIFT SCHEDULE