



ADMINISTRATIVE SERVICES DEPARTMENT  
FACILITIES MANAGEMENT DIVISION

**Rich Steiger, Manager**

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DATE: January 22, 2019

TO: Chris Dawkins, Director of County Audit  
Orange County Comptroller's Office

THROUGH: Anne Kulikowski, Director  
Administrative Services

FROM: Rich Steiger, Manager  
Facilities Management Division

A handwritten signature in blue ink, appearing to read "amk", is written over the name Anne Kulikowski.

A handwritten signature in blue ink, appearing to read "Rich Steiger", is written over the name Rich Steiger, followed by the date "1/22/19".

SUBJECT: Facilities Management Security Guard Audit Response.

This audit experience has clarified that the current contract specifications were not clear with regard to what the Division would physically do to ensure contractual compliance. The contract specifications were written with the full understanding that the Division had minimal assets available to monitor administrative compliance. To this end, the contract specifically required only that the contractor document completion of administrative requirements in the employee personnel files. These files were to be made available to Orange County, if and when requested.

From an operational perspective, the contractor had been performing satisfactorily, with the occasional misstep that is going to occur in a contract of this length and magnitude. Required posts were routinely manned at the specified guard levels with minimal billing errors. Invoices were carefully evaluated by Divisional personnel to ensure that Orange County wasn't being billed for services not rendered. Required posts that arose with minimal advance notice were expeditiously manned.

**Going forward, the Division will work with the contractor to find reasonable means to ensure that the Contractor is providing qualified and appropriately trained personnel to staff the requirements of this contract. Long-term, the Division is currently developing the next contract specification's monitoring points to accurately reflect our structure and labor capabilities. Additionally, the next contract will require the contractor to proactively and routinely provide sufficient documentation to the Division to ensure that the critical administrative contractual requirements are being met.**

**1. The Division Should Ensure the Operational Effectiveness of the Security Screeners Is Tested**

Management Response – **Concur**

Contract Y13-118, Scope of Service, Section 7. Training Requirements (pages 23-29) states the following:

**B. Uniformed Security Guard II & III, 1.G** – Contractor shall conduct a series of reoccurring tests for screeners quarterly. When a screener fails to detect a U.S. Marshall/FAA approved test object(s) provided by the Contractor and approved by the Orange County Representative pursuant to the conduct of a test as described above, the Contractor shall repeat the procedure as appropriate, counsel the screener regarding proper screening procedures and take corrective action as needed.

Certification of completion of tests together with the results and corrective actions planned or taken will be retained in the personal folder of each screener through the period of the person's employment and one hundred eighty (180) days thereafter for the inspection by the Orange County Representative or designee. Any failed test will be documented and employee will be immediately retrained. If employee (screener) fails two consecutive quarterly tests in the use of equipment, they shall be removed from screening duties.

### **Screeners**

The Division acknowledges the fact that contractor testing wasn't occurring as required should have been recognized. Specifically, the fact that the contractor wasn't notifying the required personnel of the conduct of quarterly screener testing should have been noted and questioned.

**The Division will reinforce to the contractor the need to notify the proper personnel of planned tests and will also amend the current contract to have the Security Guard Contractor provide Facilities Management monthly reports that indicate last tested date and next testing due date (month). This will allow for in-office review and will ensure that the contractor is adequately conducting and monitoring its' internal testing program. The new contract specifications, already in development, will include similar requirements.**

## **2. Contractually Required Training for Security Guards Should Be Monitored.**

Management Response – **Partially Concur**

As a prerequisite to the Court Security conducted background check process, the contractor does provide confirmation that all contractual requirements required

for certification as a Level II or III Security Officer have been completed. The fact that the contractor was either not conducting or was administratively failing to document any specific required training would only have been discovered during actual review of contractor personnel records. Although the contract permitted in-office review of contractor employee records, this contract inclusion was made to allow for this circumstance in the event that contractor performance issues necessitated it.

Facilities Management does not agree that the contract requires documentation of any other training to be provided to the County. For specific training requirements, it requires only that training results be documented in the contractor's employee personnel folders.

The Division also believes that the training requirements originally written into the contract were over-zealous, including some requirements that are of little, if any, operational value. One prime example identified is the ALERT Training mentioned in the audit findings. Research of the program strongly indicates that the target audience for the program is Law Enforcement personnel. As a pay for training program, the administrators would not turn away a private security firm, but our contractor doesn't fill the unique roles that the training intends to address. The exception is screening services, which is trained for by alternative means.

**The Division agrees that it will amend the contractual requirements to require that in the future, the contractor provide reasonable certification of completion of training requirements directly to the County rather than mandating documentation of that training in individual employee personnel records. The amendment will also include modification or removal of any outdated or unnecessary training requirements, to include the ALERT Training requirement.**

### **3. Security Guards Should Not Work Hours In Excess of Established Contract Limits.**

Management Response – **Partially Concur**

Contract Y13-118, Scope of Services, Section 6. Requirements state the following:

- I. No security guard shall work in excess of sixteen (16) hours in a given twenty four (24) hour period nor work in excess of twenty four (24) hours in a forty-eight (48) hour period, to include off duty employment.



This language was included as a good-faith guideline for the contractor to follow for the health and well-being of its employees and to provide some assurance that the County would receive services from sufficiently rested guards.

The Division cannot inhibit the contractor from exceeding these limits, given the fact that the contractor is in control of scheduling its workforce. Identifying excessive hours is, by definition, an after the fact event, as it is identified during invoice review, which means that it has already occurred. The Division understands that occasionally exceeding the contractual limits is likely to be preferable to leaving a post unmanned entirely, which might be the alternative when faced with an unplanned absence or similar situation.

**We will work with the contractor to make sure the contractor is fully aware of and more closely monitors shift scheduling, so as to minimize the likelihood of exceeding the contractual limits. We will also define specific conditions, which, if not met, would require the contractor to report such occurrence, to include sufficient specific employee payroll information to allow for determination as to whether contractual limits had actually been exceeded. These conditions would also be written into our future contract and would be based on a comparison of hours worked vs. non-working hours between shifts. The amendment will also define the approval process whereby, when faced with no other reasonable options, the contractor may exceed the limits in order to avoid leaving a post unmanned.**

#### **4. Access Cards Should Be Deactivated in a Timely Manner**

Management Response – **Concur**

It has consistently been the Division's practice to promptly request that electronic access be removed when notified of a termination and this remains the case. Time to deactivation is understandably dependent on receiving that notification. Facilities Management has reinforced to the contractor the necessity of providing timely notification when a contractor employee is terminated. The Division will always be limited with regard to this issue by what the contractor tells the Division.

**The current contract will be amended to require the contractor provide periodic roster updates of security guards working on this contract, with additions and deletions from the last report specifically identified. This report can act as a backup means to ensure that the Division has been notified of contractor terminations, even for the cases when immediate notification of termination doesn't occur.**

**As a backup failsafe, Facilities Management has requested that ISS explore the possibility of having contractor badges automatically deactivated when not used for electronic access for a specified time period. ISS has responded positively, and has indicated that they can likely come up with a workable solution.**

**5. The Division Should Monitor the Licensing Status of the Security Guards**

**Management Response – Partially Concur**

The Division has required that the contractor submit licensing information as part of the background screening process for over two years, and acknowledges that it wasn't, prior to commencement of the audit. Additionally, the Division currently verifies the provided information against the State of Florida licensing information website for all new hires.

The Division believes that it is worth noting that the audit found zero evidence of the contractor having brought a new hire guard onto the contract without having a valid license. This strongly indicates that the contractor intended to comply with licensure requirements.

However, it is clear that G4S administrative controls for ensuring that licenses were renewed prior to expiration were inadequate. It should be noted that the audit found only 2 of 196 (~ 1 %) of officers with expired licenses. This indicates that the problem is not systemic and that these were simply isolated cases of G4S administrative oversight failure.

Facilities Management Division considers continuous monitoring of necessary professional licenses required to conduct the contractor's business to be the contractor's responsibility, in full. The Division disagrees with the audit's contention that it was responsible for continuous monitoring of the status of the contractor employee's personal licenses.

**The Division does agree to take additional steps to ensure that the contractor's ongoing monitoring of their employee licensing status remains a priority and believes that the recommendation provided will work towards that end. The Division will amend the contract to require the contractor to periodically submit a roster of personnel working on the contract, to include licensure status and expiration dates.**

CC: Randy Singh, Deputy County Administrator  
Lisa Fuller, IT Audit Supervisor  
Wendy Kittleson, Deputy Director of County Audit