



2012-2013
Madera County Grand Jury
Final Report
Citizen Complaint Regarding the Security Guard
Contract, Madera County Government Center, Madera
County Library, County Parking Structure and
Courthouse Park

Citizen complaint regarding the Security Guard Contract, Madera County Government Center, Madera County Library, County Parking Structure and Courthouse Park

Introduction:

On July 12, 2012 the Grand Jury received a Citizen Complaint concerning the issuance of a contract for the security services for the Madera County Government Center, Library, Parking structure and Courthouse Park.

In its investigation of the complaint allegations, the Grand Jury reviewed the RFP, bid documents, the contract issued for security services, electronically generated time reports, and invoices. The Grand Jury also interviewed three (3) individuals regarding the complaint.

Facts:

The complaint alleged:

1. The Request for Proposal (RFP) was vague and was changed by the Purchasing Department when the contract was awarded.
2. A complaint was filed and was not investigated.
3. The contract was awarded for 24-hour patrol services instead of the initial terms of 24-hour standing guard.
4. Changing of the terms of the contract after the RFP specifically stated 24-hour standing guard shows bias and favoritism to the current provider.
5. Contract awarded was substantially different from the conditions set forth in RFP.
6. Current provider uses a vehicle and is traveling and servicing other accounts when they are supposed to be providing services to the county.
7. Current provider is being paid for 24-hour service and providing 12-hour service.

Findings:

1. There were no discrepancies between the RFP and the subsequent contract for security services.
2. The County Administrative Office (CAO) provided a letter of response to the complainant's protest letter addressing each of the issues presented in the protest letter.
3. The CAO responded to the complainant's protest letter in detail even though the protest was not submitted in a timely manner and was sent in six (6) days late.
4. The scope of work sent with the RFP specifically states "***All patrol services shall be conducted on foot (no vehicle or bicycle patrols.) **This request for bids contemplates that Contractor will not utilize patrol vehicles or firearms due to the County's desire to minimize costs associated with this service. However, if Contractor wishes to provide an enhanced level of service to include patrol vehicles and/or armed guards, it may do so at its own expense.***"
5. The Board of Supervisors awarded the security contract to the lowest bidder.
6. The current provider of security was providing 24 hour service per the contract. The Grand Jury reviewed a report of guard activity covering several months. The activity report is electronically generated and shows the security entering the various areas that are covered in the contract over a 24-hour period. The complainant was not able to provide any evidence that security was servicing other accounts.
7. Invoicing is being submitted appropriately according to the contract. The Grand Jury reviewed security invoices covering several months. The contractor bills two (2) times monthly for 24 hour service for the 1st through the 15th and the 16th through the end of the month. Hours billed are equal to 24 hour services. Grand Jury did not find any evidence to support the claim of twelve (12) hour service and the complainant was unable to provide any evidence.

Recommendations:

1. The Grand Jury has no recommendations.

Distribution:
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