

**MIAMI-DADE COUNTY, FLORIDA
FUTURE SOLICITATION DRAFT**

TITLE:

Security Guard Services

(Water & Sewer Dept.)

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SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Water and Sewer Department (MDWASD) is contracting for Security Guard services for its facilities.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- **Armed Security**

Services at all MDWASD facilities shall be provided by a single Contractor.

The contract term is a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is at the County's sole discretion.

2. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

- A. The Contractor shall have a class "B", Security Agency, or "BB", Security Agency Branch Office, License issued by the State of Florida, Division of Licensing.
- B. Contractor's Central Dispatch Center: Contractor shall have a stationary base station/office where the Central Dispatch Center is located. The Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the Site or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular or Nextel phone, or other location.

The Central Dispatch Center shall be independently owned and operated by the Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

3. OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable personnel of the Contractor. The Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the Department infrastructure, and County property. This general order supersedes all others. The Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor shall provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County's specified eligibility criteria. These personnel shall provide protection for Miami-Dade County personnel and property in and around

Miami-Dade County facilities. The Contractor shall be liable for losses; potential losses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

- A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.
- B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.
- C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.
- D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.
- E) The Contractor shall provide the names, resumes with prior job descriptions, personnel files, detailed qualifications, all licenses and certificates for Project Manager, Contractor Site Supervisor and Site Supervisor that will be assigned to the Contract. The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.
- F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Contract Administrator or designee prior to the issuance of Notice-To-Proceed. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the Notice-To-Proceed will not be issued by the County.
- G) The Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.
- H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. REQUIRED SERVICES

MDWASD: Includes any and all MDWASD facilities/sites located within the boundaries of Miami-Dade County. Hours shown below are 'Weekly Hours':

Level 1 Officers:	485 Hrs. or approx. ten (10) Officers
Level 2 Officers:	5035 Hrs. or approx. one hundred forty five (145) Officers

Level 3 Officers: 832 Hrs. or approx. sixteen (16) Officers
Site Supervisors (Level 3): 1176 Hrs. or approx. twenty-one (21) Supervisors

Project Manager: 40 Hrs. or approx. one (1) Manager
Vehicle: 1344 Hrs. totaling eight (8) Vehicles
Golf Cart: 840 Hrs. totaling six (6) Golf Carts
Radios: 2 Base radios per Contractor

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

- i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.
- ii) Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.
- iii) Shall have or acquire a valid State of Florida Driver's license.
- iv) Shall have a high school diploma or a GED **and** shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelor's degree **and** at least two (2) years of experience in the management and operations of screening services within past three (3) years.

High school diploma, GED and bachelor's degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelor's degree.

- iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- iv. Shall be at least 21 years of age.
- v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except

prescribed medications.

- vi. Be able to communicate (oral and written) in English. Security work often deals with

life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

- vii. The Project Manager shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check. This check is mandatory.

B) CONTRACTOR SITE SUPERVISOR

Contract Site Supervisors employed by the Contractor shall meet the following requirements:

- i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.
- ii. Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.
- iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelor's degree and/or its equivalent in credit hours

High school diploma, GED and bachelor's degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelor's degree.

- iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract
- v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- vi. Shall have or acquire a valid State of Florida Driver's license.
- vii. Shall be at least 21 years of age
- viii. Shall successfully complete a medical examination, to be conducted at Contractor's

expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for

communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

- ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Site Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- x) Criminal Background Checks: All Contractor Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.
- xi) All Contractor Site Supervisors shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check.

The candidate for this position shall be approved by the County Contract Administrator or designee.

C) SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

- i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.
- ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- iii) Shall have or acquire a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart)).

- iv) Shall be at least 21 years of age.

- v) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

- vi) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to

- vii) perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

- vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

- viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

- viii) All Security Officers shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory.

- ix) Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level II

This is the primary classification of Security Officer. This shall be an armed position. Minimum requirements for Level II officers are:

- a) Shall have valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.

- b) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

- c) Shall have or acquire a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart)).

- d) Bachelor's degree with a concentration in Criminal Justice, Police Science, or Security Administration, *or*
Associate's or Bachelor's Degree and Military, Security, or Security-related Experience, *or*
Military Police, Career Military, or Military Elite Forces, *or*
Law Enforcement, Corrections Officer, or Federal Agency Officer, *or*
Minimum two years of Security experience or equivalent training, *or*
Minimum one year completion of college and one year of Security experience or equivalent training.

If a Security Officer meets all the requirements as specified in Section 6.1 (C) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for the Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (C) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (C) (Level III) (b)), he/she qualifies for Level III Security Officer position.

ii. Level III

This is the highest classification of supervisory Security Officer. The minimum requirements for Level III are:

- a) Shall have a valid Firearms "G" license from the Florida Department of State, pursuant to Florida Statute 493.

- b) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

- c) Shall have or acquire a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart)).

- d) Bachelor's degree with a concentration in Criminal Justice, Police Science or Security Administration, *or*
Associate's or Bachelor's Degree and Military, Security, or Security-related Experience, *or*
Minimum three (3) years of experience as a police officer, *or*
Minimum three (3) years of experience as a military police officer, *or*
Minimum three (3) years of experience as a correctional officer (sworn with arrest powers), *or*
Minimum six (6) years of experience as a career military.

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

D) ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This

includes a company- and an MDWASD-issued photo I.D. cards (all paid by the Contractor). All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed, and armed Security Officers to provide Security services at designated MDWASD locations. The number of personnel and hours of service required will be specified by Miami-Dade County to the Contractor and are subject to change as required, by the County Contract Administrator.

Required Documentation

All personnel providing services to the County shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer	Contractor Site Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	Yes	Yes
State of Florida Driver's License	Yes	Yes
Company-issued Photo ID Card	Yes	Yes
MDWASD-issued Photo ID Card	Yes	Yes

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

- a. Any Felony, Sexual or Domestic Violence conviction.
- b. Discharged from the Military under any conditions other than Honorable.
- c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager to provide services to MDWASD. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to MDWASD. This individual shall supervise all contract operations and

coordinate reports, Security Officer assignments, and time sheets with MDWASD. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

Tasks:

- i. Maintain Quality Assurance Plan as specified in Section 6.22
- ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
- iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
- iv. Ensure that all personnel are properly trained prior to assignment
- v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
- vi. Act on behalf of the Contractor on all matters related to the Contract
- vii. Ensure that there is sufficient cross-trained staff for backups and replacement
- viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County
- x. Ensure that x-ray and magnetometer calibration reports are completed as required
- xi. Provide timely information and incident reports as required to MDWASD
- xii. Respond to emergency situations within thirty (30) minutes
- xiii. Maintain sensitive documents and reports
- xiv. Perform additional duties as requested by MDWASD

B) Contractor Site Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. The Site Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Site Supervisors shall inspect, supervise, and train site personnel assigned to provide services to MDWASD. The Site Supervisors shall conduct inspections in the Site on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be one (1) Contractor Site Supervisor per shift.

While conducting such inspections, Site Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, the Site Supervisor shall remain in the Contractor's assigned area and continuously patrol and complete additional post inspections as required. In any case that a Site Supervisor is unable to complete any assigned duties, a verbal notification shall be provided to the MDWASD SOC upon notification of any incident. Additionally, written incident report(s) shall be provided to the County Contract Administrator or designee prior to end of his/her shift. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may require the Contractor to provide additional Site Supervisors and/or increase the number of required post inspections per shift.

Tasks:

- i. Respond to on-site emergencies or to requests from MDWASD Security Management within thirty (30) minutes of occurrence/request
- ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis
- iii. Provide technical and administrative advice on each shift
- iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify MDWASD Security Management
- v. Provide Post Order training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment
- vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift
- vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instruct proper methods to Security Officers, and explain communication channels in the event that Post Orders cannot be followed. All deviations shall be referred to the MDWASD Project Manager. In addition, said deviations and corrective action taken are to be recorded in the Post logbook
- viii. Respond to subordinates' requests for assistance
- ix. Exercise leadership ability
- x. Maintain good personal and uniform appearance
- xi. Update and explain post procedures
- xii. Demonstrate working knowledge of radio procedures and codes, and be able to train Security Officers in same
- xiii. Drive a marked motor vehicle as required
- xiv. Conduct investigations
- xv. Complete all necessary reports specified in this Contract, forward originals to MDWASD Security Management. Review, correct, and approve subordinates' reports
- xvi. Have knowledge of local jurisdictions and communication knowledge when incidents occur
- xvii. Maintain facility logbooks at each facility

- xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated
- xix. Remain properly equipped, in proper uniform and provide temporary coverage of vacant posts for absent Security Officers or as required by MDWASD
- xx. Carry an approved firearm and ammunition at all times while on duty
- xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance
- xxii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- xxiii. Have working knowledge of each assignment covered by the Contractor

Note: The Project Manager and Contractor Site Supervisor are two separate functions and shall not be combined.

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the MDWASD Contract Administrator or designee.

D) Security Officer

Tasks:

- i. Report to work on time and remain on assigned duties until relieved as required
- ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags
- iii. Cover an assignment at a fixed post or patrol area in compliance with Post Order directives
- iv. Communicate effectively with the public and the County personnel and direct visitors to personnel and services within MDWASD facilities.
- v. Ensure that Lost and Found functions are conducted only by MDWASD personnel
- vi. Conduct patrols in accordance with routes and schedules established in the Post Orders.
- vii. Raise and lower flags at designated times (where applicable)
- viii. Follow directions of MWASD Security regarding the acceptance or refusal of any mail/packages.
- ix. Lock and unlock gates and doors at designated times
- x. Turn lighting on and off as required
Permit only authorized personnel access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify that the picture on the I.D. is the same as the person presenting it.
- xi. Permit emergency communications in the event of medical injuries or emergencies and contact MDWASD Security.

- xii. Report safety hazards to MDWASD Security.
- xiii. Monitor for anyone photographing or videotaping any MDWASD facilities.
- xiv. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- xv. Investigate questionable acts or behavior observed or reported on MDWASD premises and question witnesses and suspects to ascertain or verify facts, and notify authorities if warranted
- xvi. Operate a marked motor vehicle where required
- xvii. Maintain order and use good judgment and discretion in handling unruly or trespassing public
- xviii. Maintain daily logs and write daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form
- xix. Monitor site access of all individuals requesting access
- xx. Maintain a professional atmosphere within areas of assignment
- xxi. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed, because officers shall be held responsible and Liquidated Damages will be assessed.
- xxii. Shall not use County telephones/fax/internet for personal business. Personnel cellular telephones should not be used on post except for emergency calls of short duration.

6.3 SPECIAL EQUIPMENT

- (A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.
- (B) The Contractor may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Firearms, and Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at any time, by written or verbal instruction, make changes to existing services. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security Officer coverage, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours' notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this

overtime coverage, the Contractor shall provide a Security Officer within four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for the inability to provide the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at MDWASD. MDWASD will provide site-specific Post Orders to the Contractor. The Contractor shall meet with MDWASD Security to review and develop site specific Post Orders. The Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

- A) Facility/Building information (e.g., operating hours, chain of command)
- B) Building rules and regulations
- C) Operation of equipment
- D) patrol routes, schedules, and duties
- E) Vehicular traffic control
- F) Access control procedures
- G) Emergency response procedures
- H) Security and fire control/alarm systems
- I) Hazardous conditions, inspection/reporting

- J) Emergency Response
- K) Procedures for raising, lowering, and half-mast U.S. and other flags
- L) Safeguard persons and property
- M) Minimum number of hours for site orientation training

6.9 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security Officers may be diverted by the County Contract Administrator or designee from their normal MDWASD assignment to meet emergency situations, special duty assignments or increases in DHS Alert Levels. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal MDWASD assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

- A) If a Security Officer, Supervisor, Contractor Site Supervisor, Project Manager or other Principal of the Contractor is arrested, MDWASD Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:
 - i. Phone call to the County Contract Administrator; if not available, then to the MDWASD SOC
 - ii. Followed by a fax sent to the County Contract Administrator
 - iii. Followed by a fax to the MDWASD SOC
- B) If said person is a Security Officer, Site Supervisor, or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.
- C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Contractor Officer or Site Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security Officers

The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

- i) General and specific orders for the facility
- ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc. in the facility
- iii) Procedures for access control and operation of the security system within the facility
- iv) National or regional DHS threats

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential

instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Contractor Site Supervisors

- i) In compliance with all other Contract stipulations requiring that a Contractor Site Security Supervisor be fully qualified and capable of staffing a post the said Site Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.
- ii) Contractor Site Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.
- iii) In addition to the above base requirements for training, the Contractor shall provide to all Site Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:
 - Supervisory responsibilities
 - Training skill development
 - Leadership development
 - Authority and control
 - Effective communication
 - Handling complaints and grievances
 - Management skills for supervisory personnel
 - Time management
 - Motivation
 - Ethic
 - MDWASD Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at the local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

- A) Financial records: invoices, employee payroll and other associated backup documentation
- B) FCC License
- C) Log Books
- D) Incident Reports
- E) Quality Assurance Plan

F) Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

- i) FDLE and National Criminal background check which shall be updated on a yearly basis
- ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
- iii) Training test results along with a copy of their test
- iv) Proof of education and experience
- v) State Security Officer licenses "D", "G" and "DI" (Investigative), as applicable
- vi) Employment application and verifications of prior employment
- vii) Polygraph examinations reports, as applicable
- viii) Proof of certification for Law Enforcement experience
- ix) A copy of DD-214 Long form for Military and Coast Guard experience
- x) A copy of a valid State of Florida Driver's license
- xi) A copy of a five (05) year Drivers history
- xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials

The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio and required communication devices (base and repeater antenna, headsets, and portable radios) shall be issued by the Contractor to

the MDWASD SOC and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Contractor's Central Dispatch Center

Please refer to Section 2 (B).

The Contractor's Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Contractor's Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Contractor's Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's Dispatch Center is subject to unannounced inspections by the County at any time.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

- i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.
- ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.
- iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.
- iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the Site or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
- v. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a

deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 | **UNIFORMS AND EQUIPMENT**

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator.

All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's and MDWASD's identification patches (see below). Shoulder patches shall be custom "MDWASD Protective Services" patches provided by the contractor and shall be sewn on and worn on both shoulders of the uniform shirt and jacket. No other identification of the Contractor or MDWASD shall be worn or displayed on the uniform except for hats. Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

- i) **Standard Uniform for all levels of Security Officers, Contractor Site Supervisor** shall include:
 - a) Trousers/BDU (Basic Dress Uniform), all-season weight
 - b) Shirt/blouse, short or long sleeve
 - c) Belt – solid black
 - d) Duty Belt (Mixson style)
 - e) Socks – solid black
 - f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.
 - g) Shoulder patches to indicate the name of the Contractor and MDWASD shall be sewn on and worn on both shoulders of the uniform shirt and jacket.
 - h) Nametags to be worn over the right shirt pocket
 - i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket
 - j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

- ii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:
 - a) Polo style shirt with long pants/BDU military look uniform for Site sites and plant locations
 - b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with the custom MDWASD Protective Services logo on the front
 - c) Overall, Coveralls (Jumpsuits)
 - d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty
 - e) Jackets worn during cold weather are to be issued by the Contractor along with the custom MDWASD Protective Services patch.
 - f) Long sleeve shirts with neckties
 - g) Blazers or Suit Jackets with the custom MDWASD Protective Services patch
- iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

- a) Handcuffs and Key
- b) Flashlight; heavy-duty (2 or more D-cells)
- c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.
- d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.
- e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statutes
- f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class

with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) One (1) set of all other uniform components as specified
- d) Cold weather jacket (1)
- e) Raincoat (1)
- f) Duty Belt (1)
- g) Handcuffs and Key (1)
- h) Firearm, if applicable (1)
- i) Ammunition Pouch (1)
- j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
- k) Mace (1)
- l) Expandable baton (1)

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security Officers maintain a clean neat, well-kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met. A custom MDWASD Protective Services patch will be provided to all personnel by the Contractor at no cost to its personnel or MDWASD.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

- A) Firearms shall not be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.
- B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.
- C) Firearms shall not to be cleaned at County facilities at any time.
- D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.
- F) Loss, theft, use, or misuse of weapons shall be reported immediately to MDWASD Security Management.
- G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 QUALITY ASSURANCE PLAN

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

- A) QAP Contractual Review Plan
The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.
- B) Corrective Action Procedures
The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

- A) Liquidated Damages**

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of \$100.00, the 2nd infraction \$200.00, the 3rd and subsequent infractions \$300.00; (Unless a Special Violation, in which case the 1st infraction will be \$500.00, the 2nd infraction \$1000.00, 3rd infraction \$1500.00). The graduation of Liquidated Damages will occur with the involvement of the same MDWASD facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

- a. Late for duty
- b. Sleeping on duty
- c. Failure to follow post orders
- d. Abandoning post
- e. Inappropriate Behavior
- f. Improper or badly soiled uniform
- g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or MDWASD ID
- h. Failure to make report
- i. Improper clock rounds
- j. Improper State licensure (e.g. not on person, expired)
- k. Improper records, reports or logbook
- l. Improper reading materials other than work related (e.g., newspapers and magazines)
- m. Improper audio/video devices other than work related
- n. Unauthorized visitors on post
- o. Not signing in or out in logbook
- p. Vehicle irregularities
- q. Post opened or closed late
- r. Personal phone use
- s. Failed to report for duty
- t. Health deficiencies

ii) Administrative Violations

- a. Improperly or insufficiently equipped

- b. No radio or inoperative radio
- c. No vehicle or inoperative vehicle
- d. No weapon or ammunition violation
- e. Inadequate writing skills
- f. Inadequate training
- g. Lack of contract supervision.
- h. Excessive hours on duty (not approved in advance by MDWASD)
- i. Violations of local, State, or Federal laws, Regulations, or Ordinances
- j. Failure to provide Security Officers for "special requests" assignment after making commitment
- k. Criminal records check not complete/or hired
- l. Contractor personnel with criminal records
- m. Difficulty in speaking or understanding English, and/or being understood by others
- n. Failure to have current Post orders on site
- o. Invoicing Discrepancies or Inaccuracies
- p. Contract Section Violations

iii) Special Violations

- a. Reassignment of any personnel previously suspended or removed from duty by the County
- b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
- c. Improper internal employee fines or wage practices
- d. False or Misleading Statements by Contract personnel
- e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned,

either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security/Screening Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

- A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

- B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to MDWASD Security Management on all major incidents.

An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Site Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately.

The MDWASD SOC at 786-552-8901 or 305-774-3450 shall then be notified immediately after calling 911.

- C) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the MDWASD SOC immediately after the incident occurs, in order to receive a Security Management case number, by calling the MDWASD SOC at 786-552-8901, after authorities have been notified.
- D) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be an MDWASD Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of MDWASD Security Management for billing purposes:

- i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly (once every two weeks) invoice(s) to MDWASD Security, 3071 S.W. 38th Ave., Room 214, Miami, FL 33146. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.
- ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.
- iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrator or designee prior to the commencement of the overtime work. Further,

overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) MDWASD Post Orders will be given to the Contractor

B) Equipment

The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator or designee.

D) Keys

The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the MDWASD SOC. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contractor paying for the cost of re-keying all affected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for one MDWASD personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be used for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for MDWASD. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.