

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Water and Sewer Department (WASD) is contracting for armed and unarmed Security Guard services for various facilities. Selected Proposer shall ensure the highest level of security at each every facility where services are provided.

Services at WASD facilities shall be awarded one Proposer per Sector for each of the three Sectors. A maximum of two Sectors may be awarded to a single Proposer. Sectors are defined as follows:

SECTOR A: NDWWTP, Carol City, Preston, Hialeah, 30th Ave., 67th Street, Medley and NW Well Field
SECTOR B: 36th Street, Distribution, 7th Ave. Parking Lot, 4th St Pump Station, 9th St. Pump Station, 20th St. Water Tank, 7th St. Maintenance Yard, Douglas, Le Jeune, Westwood Lakes and CDWWTP
SECTOR C: Alex Orr, SDWWTP, South Miami Heights, Leisure City, Elevated Tanks, Newton, Everglades, SW Well Field, West Well Field and South Dade Govt. Center

The objectives of this solicitation are to establish a contract to:

- ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided;
- protect MDWASD personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, interested, and reliable personnel of Selected Proposer, selected through background inspections completed according to Miami-Dade County's specified eligibility criteria; and
- establish an effective security approach for treatment plants, which includes Selected Provider's operation of installed equipment and/or integration into systems (i.e. Police and DHS) designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective, (a function best managed by a single service provider).

Contracted personnel for "Unity of Command" with a higher level of skill sets is essential to active responses, protection of critical assets such as electrical switchgear, plant generation, disinfection systems, SCADA (Supervisory Control And Data Acquisition) systems, and in particular to the receipt and storage of hazardous or toxic chemicals such as chlorine, perimeter fencing and wiring systems into all of the facilities.

Greater vigilance is required at MDWASD facilities (deemed critical infrastructures/assets) and of all persons on the premises, whether staff or outsiders. This necessitates more honed interpretative abilities and techniques to assess and confront situations and individuals, in order to react promptly and interface smoothly in a team approach with MDWASD Security and higher police and security authorities, up to the Department of Homeland Security (DHS). The foregoing must be accomplished with expert handling of firearms and competent use and operation of state of the art monitoring, screening and surveillance devices at all times.

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given facility shall be provided by a single selected Proposer. The services to be provided are organized into one tier as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 3**	3	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: A, B & C

Note: Tier 1, Tier 2 and Tier 3 Sectors encompass the entire area of Miami-Dade County and overlap one another. Therefore, a Tier 1, Tier 2 or Tier 3 facility may lie in close proximity to one another. However, only Tier 3 will be applicable to this solicitation.

Tier 3: Tier 3 facilities are those Miami-Dade County Sectors/facilities that have been determined to be a high risk and **may** contain Screening components.

The County reserves the right to add or remove a Tier, Sector, facility or multiple facilities from a Sector during the term of a Contract issued as a result of this solicitation, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

2.2 Minimum Qualification Requirement

The minimum qualification requirements for this Solicitation are that Selected Proposer shall:

- a. hold a valid class “B”, Security Agency License, or class “BB” Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License must be valid at the time proposal is submitted.
- b. have a stationary base station/office where the Central Dispatch Center is located. The Central Dispatch Center shall be independently operated by Selected Proposer. This center shall not be outsourced or subcontracted to another company unless approved in writing by the County Contract Administrator.

Note: Selected Proposer shall adhere to these requirements throughout the term of the Contract resulting from this solicitation, extensions and renewals thereof.

2.3 Selected Proposer’s Tasks and Responsibilities

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 Proposer. Selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the Department infrastructure, and County property. Selected Proposer’s personnel shall act in a courteous and professional manner at all times. These personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities.

Selected Proposal shall:

- provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County’s specified eligibility criteria;
- designate a Project Manager, to be approved by the County, to administer a Security/Screening Contract resulting from this solicitation and oversee selected Proposer operations after the award;
- be liable for losses, potential loses or damages arising from the actions of its personnel;

- ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided;
- protect WASH personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, interested, and reliable personnel of Selected Proposer, selected through background inspections completed according to Miami-Dade County's specified eligibility criteria; and
- establish an effective security approach for treatment plants, which includes Selected Provider's operation of installed equipment and/or integration into systems (i.e. Police and Department of Homeland Security) designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective (a function best managed by a single service provider).
- have a Dispatch Center with 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 stationary base station/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.

2.3.1 Unity of Command

"Unity of Command" refers to a single source of command over all security personnel and a single point of control over all WASH sites. Personnel for "Unity of Command" with a higher level of skill sets is essential to active responses, protection of critical assets such as electrical switchgear, plant generation, disinfection systems, SCADA (Supervisory Control And Data Acquisition) systems, and in particular to the receipt and storage of hazardous or toxic chemicals such as chlorine, perimeter fencing and wiring systems into all of the facilities.

2.3.2 Critical Infrastructure/Assets

Infrastructure/ Assets are systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

Greater vigilance is required at WASH facilities (deemed critical infrastructures/assets) and of all persons on the premises, whether staff or outsiders. This necessitates more honed interpretative abilities and techniques to assess and confront situations and individuals, in order to react promptly and interface smoothly in a team approach with WASH Security and higher police and security authorities, up to the Department of Homeland Security (DHS). The foregoing must be accomplished with expert handling of firearms and competent use and operation of state of the art monitoring, screening and surveillance devices at all times.

2.4 Security Officer Levels and Site Supervisor:

All levels of Security Officers employed by Selected Proposer 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. The County reserves the right to interview and approve any personnel.

All security officers shall have a state and national criminal history background check completed prior to providing service to the County. Selected Proposer may obtain 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.

All level of Security Officers shall meet the following requirements:

- a. 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.
- b. 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.
- 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. Shall be at least 21 years of age.
- e. Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution.
- f. Shall successfully complete a medical examination, to be conducted at Selected Proposer '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.
- g. 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.
- h. 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.
- i. Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.

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

2.4.1 Level I

This level of security guard shall be classified as unarmed Security Officers. This level requires that security officers have a minimum one (1) year of experience as a licensed Security Officer, one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its

equivalent in credit hours.

2.4.2 Level II

This is the most used classification of Security Officer. If a Security Officer meets all the requirements as herein 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. 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.

2.4.3 Level III

This is the highest classification of security officer and may be utilized as a security officer supervisor. If the Security Officer meets all the requirements and has minimum of three or more years of experience as a police/military/correctional officer, he/she qualifies for Level III Security Officer position.

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.

2.4.4 Site Supervisor

The personnel for this position shall be approved by the County prior to the commencement of any work. Site Supervisors employed by Selected Proposer shall meet the following requirements:

- a. 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).
- b. Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.
- c. 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 as a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or
- d. Accredited Bachelor's degree and/or its equivalent in credit hours
- e. 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.
- f. 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
- g. 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.
- h. Shall have or acquire a valid State of Florida Driver's license.
- i. Shall be at least 21 years of age
- j. Shall successfully complete a medical examination, to be conducted at selected Proposer'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.
- k. Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, selected Proposer 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.
- l. Have a state and national criminal history background check completed prior to providing service to the County. Selected Proposer 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.

- m. Pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check.

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Security Officer 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.

2.5 **Specific Tasks & Responsibilities For Security Staff**

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:

2.5.1 **Security Officer**

The tasks for the Security Officers are as follows:

- a. Report to work on time and remain on assigned duties until relieved as required
- b. 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
- c. Cover an assignment at a fixed post or patrol area in compliance with Post Order directives
- d. Communicate effectively with the public and the County personnel and direct visitors to personnel and services within WASD facilities.
- e. Ensure that Lost and Found functions are conducted only by WASD personnel
- f. Conduct patrols in accordance with routes and schedules established in the Post Orders.
- g. Raise and lower flags at designated times (where applicable)
- h. Follow directions of WASD Security regarding the acceptance or refusal of any mail/packages.
- i. Lock and unlock gates and doors at designated times
- j. Turn lighting on and off as required
- k. 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.
- l. Permit emergency communications in the event of medical injuries or emergencies and contact WASD Security.
- m. Report safety hazards to WASD Security.
- n. Monitor for anyone photographing or videotaping any WASD facilities.
- o. 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
- p. Investigate questionable acts or behavior observed or reported on WASD premises and question witnesses and suspects to ascertain or verify facts, and notify authorities if warranted
- q. Operate a marked motor vehicle where required
- r. Maintain order and use good judgment and discretion in handling unruly or trespassing public

- s. Maintain daily logs and write daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form
- t. Monitor site access of all individuals requesting access
- u. Maintain a professional atmosphere within areas of assignment
- v. 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.
- w. 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.
- x. Raise & lower the national flag on a daily basis (or as required) at all WASD facilities with flag poles.

2.5.2 Project Manager:

Selected Proposer shall provide a full-time Project Manager to provide services to WASD. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to WASD. This individual shall supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with WASD. Selected Proposer 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 Selected Proposer 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 solicitation. The tasks for the Project Manager are as follows:

- a) Maintain Quality Assurance Plan.
- b) Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
- c) Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
- d) Ensure that all personnel are properly trained prior to assignment
- e) Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
- f) Act on behalf of Selected Proposer on all matters related to the Contract
- g) Ensure that there is sufficient cross-trained staff for backups and replacement
- h) Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- i) Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County
- j) Provide timely information and incident reports as required to WASD
- k) Respond to emergency situations within thirty (30) minutes

Maintain sensitive documents and reports

Perform additional duties as requested by WASD

2.5.3 Site Supervisor:

Selected Proposer shall provide active, on-duty supervision for every shift covered by Selected Proposer 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 WASD. 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 Selected Proposer shall be one (1) Selected Proposer 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, as required in Selected Proposer '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 by telephone or 800MHz radio shall be provided to the WASD 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 Selected Proposer is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and Selected Proposer shall meet to discuss Selected Proposer 's supervision plan and what Selected Proposer shall do to improve its performance level. Such actions may require Selected Proposer to provide additional Site Supervisors and/or increase the number of required post inspections per shift. The tasks for the Site Supervisor are as follows:

- a. Respond to on-site emergencies or to requests from WASD Security Management within thirty (30) minutes of occurrence/request
- b. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis
- c. Provide technical and administrative advice on each shift
- d. Assure proper assignment coverage. If a post cannot be covered, Selected Proposer shall immediately notify WASD Security Management
- e. Provide Post Order training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment
- f. 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
- g. 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 WASD Project Manager. In addition, said deviations and corrective action taken are to be recorded in the Post logbook
- h. Respond to subordinates' requests for assistance
- i. Exercise leadership ability
- j. Maintain good personal and uniform appearance
- k. Update and explain post procedures
- l. Demonstrate working knowledge of radio procedures and codes, and be able to train Security Officers in same
- m. Drive a marked motor vehicle as required
- n. Conduct investigations
- o. Complete all necessary reports specified in this Contract, forward originals to WASD Security Management. Review, correct, and approve subordinates' reports
- p. Have knowledge of local jurisdictions and communication knowledge when incidents occur
- q. Maintain facility logbooks at each facility

- r. 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
- s. Remain properly equipped, in proper uniform and provide temporary coverage of vacant posts for absent Security Officers or as required by WASD
- t. Carry an approved firearm and ammunition at all times while on duty
- u. 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
- v. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- w. Have working knowledge of each assignment covered by Selected Proposer

Note: The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the WASD Contract Administrator or designee. The Project Manager and Site Supervisor are two separate functions and shall not be combined.

2.6 Required Officers/ Hours

Estimated hours stipulated below includes all WASD facilities/sites located within the boundaries of Miami-Dade County. Hours shown herein are 'Weekly Hours':

SECTOR A Tier 3, 8 Sites	SECTOR B Tier 3, 11 Sites	SECTOR C Tier 3, 10 Sites
Total Weekly Hours: 2462	Total Weekly Hours: 2840	Total Weekly Hours: 2385
Level II – 1958 hours	Level I – 487 hours	Level II – 1377 hours
Level III – 168 hours	Level II – 1857 hours	Level III – 504 hours
Site Supervisor – 336 hours	Level III – 160 hours	Site Supervisor 504 hours
	Site Supervisor 336 hours	

2.6.1: Equipment Required and Estimated Hours:

- a. Vehicle: 1,848_ Hrs. totaling eight (11) Vehicles
- b. Golf Cart: 727 Hrs. totaling six (6) Golf Carts
- c. Radios: 2 Base radios per Selected Proposer

2.7 Additional Security Staff 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 Selected Proposer 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.

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

2.8 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	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
WASD-issued Photo ID Card	Yes	Yes

Personnel may not be employed by Selected Proposer 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.

2.9 Special Equipment Required

Selected Proposer 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, Selected Proposer shall receive additional compensation. Selected Proposer 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.

Selected Proposer 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.

- a. 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.

2.10 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.

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

2.12 Inability To Provide Additional Requested Service

Selected Proposer shall provide additional services when requested, however if Selected Proposer is unable to provide these services requested, then Selected Proposer 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 Selected Proposer refuses to accept the additional requested services Selected Proposer 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 Selected Proposer providing similar services to the County.

2.13 Limitation On Employee-Hours And Assignments

No employee of Selected Proposer 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 Selected Proposer, (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.

2.14 Post Orders

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of Selected Proposer 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 WASD. WASD will provide site-specific Post Orders to Selected Proposer. Selected Proposer shall meet

with WASD Security to review and develop site specific Post Orders. Selected Proposer shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. Selected Proposer shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Selected Proposer 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

2.15 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. Selected Proposer 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.

2.16 Emergencies

The Security Officers may be diverted by the County Contract Administrator or designee from their normal WASD 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 WASD assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and Selected Proposer 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.

2.17 Adherence To Law

Selected Proposer 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, Selected Proposer Site Supervisor, Project Manager or other Principal of Selected Proposer is arrested, WASD 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 WASD SOC
 - ii. Followed by a fax sent to the County Contract Administrator
 - iii. Followed by a fax to the WASD 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 Selected Proposer's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

2.18 Polygraph Examination

The County reserves the right to require any of Selected Proposer's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. Selected Proposer 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.

2.19 Security Officer Rotation

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

2.20 Removal Or Approval For Contract

The County reserves the right to interview any prospective employee of Selected Proposer before that person is assigned to a County post. The County may reject any proposed Selected Proposer Officer or Site Supervisor as deemed in the County's best interest. The County reserves the right to have Selected Proposer relieve any employee of Selected Proposer 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.

2.21 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 Selected Proposer. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Selected Proposer. Selected Proposer'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.

2.22 Training Requirements

The County will reimburse Selected Proposer at an hourly rate equal to the current Living Wage for all site orientation trainings or other training **mandated** (not exceeding 4 hours) **by the County Contract Administrator or designee**. The County may choose not to reimburse, at the County's sole discretion, if employee turnover rate for Selected Proposer is high. Selected Proposer 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 Selected Proposer'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, Selected Proposer shall submit invoices for all personnel, who attended said training.

B) Site Orientation Training for Security Officers

Selected Proposer 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 Selected Proposer's Project Manager or Site Supervisor. Trainees shall not 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 Selected Proposer. The training curriculum and length shall be determined by the County at a later date. The job enrichment training program shall include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities. The job enrichment training program shall include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities.

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 Selected Proposer and shall not be passed on to the employee. **The County will not reimburse Selected Proposer for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by Selected Proposer 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 Selected Proposer 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.

Selected Proposer 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

Selected Proposer 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 Selected Proposer.

G) Training for Selected Proposer Site Supervisors

- i) In compliance with all other Contract stipulations requiring that a Selected Proposer 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) Selected Proposer 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, Selected Proposer 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
- WASD 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.

2.23 Local Management Office

Selected Proposer 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.

Selected Proposer 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. Selected Proposer shall maintain a copy of all disciplinary actions taken by Selected Proposer 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

2.24 Working Materials

Selected Proposer 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. Selected Proposer, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

2.25 Communication System

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, with a dedicated channel for WASD shall be issued by Selected Proposer to the WASD SOC and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Selected Proposer's Central Dispatch Center

Please refer to Section 2.2 (b).

Selected Proposer'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.

Selected Proposer's Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Selected Proposer's personnel available at Selected Proposer's Central Dispatch Center shall have the ability and authority to take immediate action on behalf of Selected Proposer, 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 Selected Proposer'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. Selected Proposer'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 Selected Proposer personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. Selected Proposer shall provide and maintain required system quality, as follows:

- i. Selected Proposer shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in Selected Proposer.
- ii. Selected Proposer shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. Selected Proposer should select a channel, i.e. frequency that is not overloaded with non-Contract users.
- iii. Selected Proposer 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. Selected Proposer 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. Selected Proposer shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for Selected Proposer 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 Selected Proposer 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.

2.26 Uniforms And Equipment

A) Requirements

Selected Proposer 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 Selected Proposer's and WASD's identification patches (see below). Shoulder patches shall be custom "WASD Protective Services" patches provided by Selected Proposer and shall be sewn on and worn on both shoulders of the uniform shirt and jacket. No other identification of Selected Proposer or WASD 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. Uniforms for security officers assigned to WASD facilities must be tactical (gray tactical pants, black short sleeve shirts) except for offices which will be dress pants gray, white shirts, red tie and navy blazer (coat) with guard company emblem. The colors shall be limited to solid: dark, gray or blue. Said uniforms shall consist of the following items:

- i) **Standard Uniform for all levels of Security Officers, Selected Proposer 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 Selected Proposer and WASD 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 Selected Proposer 's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by Selected Proposer 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 WASD 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 Selected Proposer along with the custom WASD Protective Services patch.
 - f) Long sleeve shirts with neckties
 - g) Blazers or Suit Jackets with the custom WASD 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 including but not limited to: Colt, Glock, Ruger, Smith & Wesson 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 Selected Proposer 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, Selected Proposer 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

Selected Proposer 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

Selected Proposer 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.). Selected Proposer shall maintain and replace uniforms, as necessary. Likewise, all equipment used by Selected Proposer, 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

Selected Proposer 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. Selected Proposer shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met. A custom WASD Protective Services patch will be provided to all personnel by Selected Proposer at no cost to its personnel or WASD.

2.27 Weapon Safety

Selected Proposer 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. Selected Proposer 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 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 WASD Security Management.
- G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

2.28 Quality Assurance Plan

Selected Proposer 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

Selected Proposer 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

Selected Proposer shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. Selected Proposer will be provided a time frame in which the corrective action shall be completed. If Selected Proposer is unable to

complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then Selected Proposer may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of Selected Proposer will result in Liquidated Damages and/or a Vendor Non-Performance.

2.29 Failure To Perform

A) Liquidated Damages

Selected Proposer 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 Selected Proposer. 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 Selected Proposer'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 Selected Proposer in the form of an Infraction Report. Infraction Reports shall be issued to Selected Proposer promptly by the County Contract Administrator or designee, in order to afford Selected Proposer 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 WASD facility, Selected Proposer's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Selected Proposer'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 WASD 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 WASD)
- 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. Selected Proposer 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 herein
- 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: Selected Proposer 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, Selected Proposer 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 Selected Proposer cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove Selected Proposer from the facility/post and

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

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 Selected Proposer from Sector posts may be taken as proof of a general incompetence on the part of Selected Proposer to perform in accordance with the contractual requirements. In such circumstances, Selected Proposer may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

2.30 Court Appearances

Selected Proposer'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 Selected Proposer at the same hourly rate as would be earned while on duty under the Contract, and Selected Proposer shall in turn be remunerated by the County at the stipulated billing rate. Selected Proposer 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 Selected Proposer 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.

2.31 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 Selected Proposer'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.

2.32 Reporting Requirements & Procedures

Selected Proposer 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. Selected Proposer 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, Selected Proposer 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 WASD 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 Selected Proposer 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 WASD 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 WASD SOC immediately after the incident occurs, in order to receive a Security Management case number, by calling the WASD SOC at 786-552-8901, after authorities have been notified.
- D) All employees shall follow the "Chain of Command." After exhausting efforts with Selected Proposer's Management staff the next step will be an WASD Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of Selected Proposer's personnel from providing services to the County.

2.33 Method Of Payment: Bi-Weekly Invoices

Selected Proposer shall abide by the following requirements of WASD Security Management for billing purposes:

- i. Invoice: Selected Proposer shall submit one original and two duplicate sets of the detailed bi-weekly (once every two weeks) invoice(s) to WASD 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. Selected Proposer 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 Selected Proposer's personnel. Selected Proposer shall provide payroll documentation as directed by County Contract Administrator or designee.
- iii. Payment Schedule: The Method and Times of Payment as specified of the agreement. Selected Proposer shall be prepared to have enough working capital to function in this environment.

2.34 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.

2.35 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.

2.36 County-Furnished Items

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

- A) WASD will issue Post Orders, which will be given to Selected Proposer prior to the commencement of any work assignment.
- B) Selected Proposer shall be responsible for all equipment issued by the County to Selected Proposer solely for performance of the work contained herein. Selected Proposer 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 Selected Proposer or its personnel. Upon termination/expiry 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.

Selected Proposer 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) 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) Selected Proposer 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 WASD SOC. Selected Proposer shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of Selected Proposer is lost, Selected Proposer 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 Contactor 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) County phones made available to Selected Proposer'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.

2.37 Scheduling Software

Selected Proposer 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. Selected Proposer will provide user access for one WASD 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, Selected Proposer shall work with the County to provide finalize invoicing format.

2.38 Guard Checks

Selected Proposer 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. Selected Proposer shall notify the County Contract Administrator in writing as to what system will be used by Selected Proposer under this Contract. Selected Proposer shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

2.39 Tabletop Exercises And Drills

Selected Proposer 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.

2.40 Customer Satisfaction Program

Selected Proposer 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.

2.41 Performance Bond Requirements

Selected Proposer shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for WASD. 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 Selected Proposer fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare Selected Proposer in default of the contractual terms and conditions, and Selected Proposer shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from Selected Proposer 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.

Selected Proposer shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance and Payment Bond in the amount of 10% of the total agreed contract price (separate bond will be required for each of the three Sectors awarded) prepared on the applicable bond form(s) attached hereto as Attachments 2. No other form shall be accepted. See Attachments 2, and Section 5.0, Article 11 for further details.

If Selected Proposer fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare Selected Proposer in default of the contractual terms and conditions, and Selected Proposer shall surrender its proposal guarantee.

2.42 Special Identification Security Requirements At The Water And Sewer Department

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are required to enter the designated restricted areas of WASD frequently at their WASD approved position level. These ID cards are required for access and are

issued by the WASHD at the current cost of \$60.00 per applicant per year with renewals at the cost of \$55.00 (all rates are subject to change by the County). Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASHD restricted areas. For more information concerning WASHD ID cards, contact the Security Division of WASHD at (786) 552 8102.

2.43 Acquisition of Other Services

While WASHD has listed all services within the scope of this solicitation which are utilized by WASHD in conjunction with its operations, there are times when additional services, including but not limited to periodic, elevated Homeland Security alerts must be added to the contract after award. Under these circumstances, WASHD representative will contact the bidder(s) and obtain a price quote for the additional like services. WASHD reserves the right to award these additional services to the bidder under this contract.

DRAFT

Attachment 3

