



**REQUEST FOR PROPOSALS (RFP) No. RFP 00188  
FOR  
SECURITY GUARD SERVICES FOR MIAMI-DADE WATER & SEWER DEPARTMENT**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

,2015 at \_\_:00 AM (local time)  
TBD at 10:00 AM (local time) Tentative  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. ??, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department , Procurement Management Services Division  
For Miami-Dade Water and Sewer Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Fred Taylor, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1078  
E-mail: taylorf@miamidade.gov

**PROPOSAL RESPONSES DUE:**

Friday, August 3, 2015 Tentative

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County Solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 INTRODUCTION

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

The County anticipates awarding contracts by Sector, for an initial period of three (3) years, with two (2) additional option periods of three (3) years each, at the County's sole discretion.

#### **The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued:	TBD
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five days in advance.
Deadline for Receipt of Questions:	July 24, 2015
Proposal Due Date:	August 3, 2015
Evaluation Process:	???? Selection Committee
Projected Award Date:	

### 1.2 DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Proposer have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The words "County Project Manager" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
4. The word "Post" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
5. The words "Post Log Book" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
6. The words "Post Orders" to mean general and specific duty assignments required for each post.
7. The word "Proposal" to mean the properly signed and completed written submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.

8. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
9. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Selected Proposer(s).
10. The word "Sector" to mean the geographical boundaries.
11. The word "Selected Proposer(s)" to mean the Proposer/Contractor that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Selected Proposer(s)".
12. The words "Selected Proposer(s) Project Manager" to mean person designated by the Selected Proposer(s) and approved by Miami-Dade County to administer the Contract.
13. The word "Shift" to mean the number of hours normally assigned to work at a post as may be modified based on need.
14. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
15. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Selected Proposer, who contracts with the Selected Proposer(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Selected Proposer(s).
16. The word "Tier" to mean the level of complexity that determines the risk.
17. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Selected Proposer(s) in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### **1.3 GENERAL PROPOSAL INFORMATION**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of One Hundred and Eighty (180) calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the

Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 CONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- contract negotiations; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County will respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

### **1.5 COMMUNICATION WITH SELECTION COMMITTEE MEMBERS**

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

### **1.6 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.7 LOBBYIST CONTINGENCY FEES**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.8 COLLUSION**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.9 LIVING WAGE /SUPPLEMENTAL GENERAL AGREEMENT**

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this Solicitation. By submitting a proposal, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Selected Proposer(s) shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 1, Supplemental General Information.

**1.10 CONTRACT MEASURES**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Section 2-8.1.1.1.1 of the Code of Miami-Dade County as follows:

**Set-aside:**

Sector B	100% SBE- Good & Services Set-Aside
Sector C	100% SBE- Good & Services Set-Aside

**Subcontractor Goal:**

Sector A	20.00% SBE- Good & Services Sub-Consultant Goal
Sector D	20.00% SBE-Good & Services Sub-Consultant Goal

The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

**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(s) shall ensure the highest level of security at each and every facility where services are provided. It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, attentive, and reliable Security Guard Services.

Proposers may propose on any or all of the Sectors and may be awarded multiple Sectors.

### **GEOGRAPHIC BOUNDARIES**

**SECTOR A:** Bounded on the North by the Miami-Dade County line and extending South to Northwest 36 Street, East and West to the Miami-Dade County limits.

#### **Locations**

NDWWTP, Carol City, Preston, Hialeah, 30th Ave., 67th Street, Medley and Northwest Well Field

**SECTOR B:** Bounded on the North by Northwest 36 Street, and extending South to Flagler Street, East and West to the Miami-Dade County limits.

#### **Locations**

Northwest 36th Street, Distribution, 7th Ave. Parking Lot, 4th St Pump Station, 9th St. Pump Station, 20th St. Water Tank, 7th St. Maintenance Yard

**SECTOR C:** Bounded on the North by Flagler Street, and extending South to SW 56 Street, East and West to the Miami-Dade County limits.

#### **Locations**

Douglas, Le Jeune, Westwood Lakes and CDWWTP

**SECTOR D:** Bounded on the North by SW 56 Street, and extending South to Miami-Dade County line, East and West to the Miami-Dade County limits.

#### **Locations**

Alex Orr, SDWWTP, South Miami Heights, Leisure City, Elevated Tanks, Newton, Everglades, SW Well Field, West Well Field and South Dade Govt. Center

Greater vigilance is required at WASD 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 WASD Security, police officers, and other enforcement security authorities including 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. The services to be provided are organized into one tier as follows:

Tier	Number of Sectors	Level of Complexity	Service Required	Sector Numbers
Tier 3	4	<b>Tier 3:</b> Tier 3 facilities are those Miami-Dade Water and Sewer locations that have been determined to be a high risk and <b>may</b> contain screening components.	Security Guard Services or any other specialized services	Sectors: A, B, C, & D

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(s) in the best interest of the County.

### **CRITICAL INFRASTRUCTURE/ASSETS**

Infrastructure/ Assets are systems and property, 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.

## **2.2 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 Selected Proposer(s) personnel. The Selected Proposer(s) shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This General Order supersedes all others. The Selected Proposer(s) personnel shall act in a courteous and professional manner at all times. The Selected Proposer(s) 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 Water and Sewer facilities. Selected Proposer(s) shall be liable for losses; potential losses 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, attentive, and reliable personnel of Selected Proposer(s), selected through background inspections completed according to Miami-Dade.
- Establish an effective security approach for treatment plants, which includes Selected Provider's operation of WASH equipment 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 at each facility).

The types of services required under this Solicitation are:

- **Armed Security**
- **Unarmed Security**

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 MINIMUM QUALIFICATION REQUIREMENT**

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirements for this Solicitation are that the 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 shall be valid at the time proposal is submitted.
- b. have a stationary base station/office where the Central Dispatch Center is located. 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. Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. 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 field 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 phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Project Manager.

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

### **2.4 SELECTED PROPOSER(S) TASKS AND RESPONSIBILITIES**

Selected Proposer(s) 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. Selected Proposer(s) personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities.

Selected Proposer(s) shall:

- a) Provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County;
- b) designate a Project Manager, to be approved by the County, to administer Security Guard Services resulting from this Solicitation and oversee Selected Proposer(s) operations;
- c) be liable for losses, potential losses or damages arising from the actions of its personnel;
- d) ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided;
- e) protect WASD personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, engaged, and reliable personnel of Selected Proposer(s), selected through background inspections completed according to Miami-Dade County's specified eligibility criteria; and
- f) establish an effective security approach for treatment plants, which includes Selected Proposer(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).
- g) all licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation and any extensions or renewals thereof. All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate Selected Proposer(s) and WASD identification cards (see Section 2.43), certificates, and licenses, as follows:

License and Identification Cards	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
Selected Proposer-issued Photo ID Card	Yes	Yes
WASD-issued Photo ID Card	Yes	Yes

- h) Personnel may not be employed by Selected Proposer(s) to provide services to the County if he/she currently or in the past has:
  - I. Any Felony, Sexual or Domestic Violence conviction.
  - II. Discharged from the Military under any conditions other than Honorable.
  - III. Any history of irresponsible behavior, including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Project Manager or designee.
- i) 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 perform service. In addition, all personnel shall possess good human relations skills.

## 2.5 **SECURITY OFFICER LEVELS AND SITE SUPERVISOR:**

- a. All levels of Security Officers employed by Selected Proposer(s) to provide services to the County will 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. County reserves the right to interview and approve any personnel.
- b. All Security Officers shall have a state and national criminal history background check completed prior to providing service to the County. Selected Proposer(s) may obtain background checks from a private source, or may select to utilize the services of Miami-Dade County Human Resources Department at the established cost of the requested service. All security officers shall also pass the Florida Department of Law Enforcement (FDLE) and National background check.

All level of Security Officers shall meet the following requirements:

- I. Shall have 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. Individuals shall be a least twenty-one (21) years of age for all positions.
- 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.
- VI. 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.
- 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. All Security Officers shall pass an extensive background investigation, which includes up to 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.

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

### 2.5.1 LEVEL I

Security Officer Level I 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.

### 2.5.2 LEVEL II

Security Officer Level II, is the most used of the classifications. If a Security Officer meets all the requirements as herein and has graduated from a 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 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 an Associate's/Bachelor's Degree with 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 (2) years of Security experience or equivalent training, or Minimum one year completion of college and one (1) year of Security experience or equivalent training.

### 2.5.3 LEVEL III

Level III Security Officer is the highest classification of Officers 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
- 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 combination of a 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 three (3) years of experience as a career military.

**Note: All college degrees in a related field of course study shall be approved by the County Project Manager or designee. All Veterans with Combat experience may be considered as a Level-III officer on a case by case basis by the County Contract Administer or designee.**

#### 2.5.4 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(s) 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 an Accredited Bachelor's degree and/or its equivalent in credit hours, *or* 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 *or* Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) *or* Minimum six (6) years of experience as a career military *or*
- d. 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 an equivalent United States GED and/or Degree by an agency approved by the County Project Manager.
- e. 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
- f. 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.
- g. Shall have or acquire a valid State of Florida Driver's license.
- h. Individuals shall be a least twenty-one (21) years of age for all positions.
- i. 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.

- j. Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Selected Proposer(s) 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.
- k. Have a state and national criminal history background check completed prior to providing service to the County. Selected Proposer(s) 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 Florida Department of Law Enforcement and National background check.
- l. 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, its territories or verifiable foreign experience. 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.

## 2.6 **SPECIFIC TASKS & RESPONSIBILITIES FOR SECURITY STAFF**

The tasks, responsibilities or requirements outlined below are specific. Selected Proposer(s) shall perform the following tasks:

### a) **SECURITY OFFICER**

The tasks for the Security Officers include but are not limited to, the following:

- 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

**B) SELECTED PROPOSER(S) PROJECT MANAGER:**

Selected Proposer(s) shall provide a full-time Selected Proposer(s) Project Manager (SPPM) to provide services to WASD. SPPM shall be interviewed and approved by the County Project Manager 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(s) shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the SPPM (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. SPPM shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. SPPM or alternate shall have full authority to act for Selected Proposer(s) on all matters related to the daily operations. This full time PM shall be dedicated to WASD.

County may require the SPPM to be available full time in the County office, to be provided by the County, for purposes of this Solicitation. The tasks for the SPPM are as follows:

- a) Maintain Quality Assurance Plan
- b) Report to the County Project Manager on an "As needed" basis or when requested by the County Project Manager or designee

- c) Respond to verbal/written notifications of Contract violations as specified by the County Project Manager or designee
- d) Ensure that all personnel are properly trained prior to assignment
- e) Meet with County Project Manager or designee on a monthly basis or as requested by the County
- f) Act on behalf of Selected Proposer(s) 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
- l) Maintain sensitive documents and reports
- m) Perform additional duties as requested by WASD

c) **SITE SUPERVISOR:**

Selected Proposer(s) shall provide active, on-duty supervision for every shift covered by Selected Proposer(s) on a 24-hour per day, year-round basis. Site Supervisors shall be uniformed, armed, and equipped with marked vehicles. Site Supervisors shall inspect, supervise, and train site personnel assigned to provide services to WASD. Site Supervisors shall conduct inspections in the Site on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified. The level of supervision provided by Selected Proposer(s) shall be one (1) Selected Proposer(s) 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 Security Operation Center (SOC) upon notification of any incident. Additionally, written incident report(s) shall be provided to the County Project Manager or designee prior to end of his/her shift. In the event that the County Project Manager or designee determines that the level of supervision provided by Selected Proposer(s) is deemed insufficient to effectively manage the personnel, the County Project Manager or designee and Selected Proposer(s) shall meet to discuss Selected Proposer(s) supervision plan and what Selected Proposer(s) shall do to improve its performance level. Such actions may require Selected Proposer(s) to provide additional Site Supervisors and/or increase the number of required post inspections per shift.

The tasks for the Site Supervisor include but are not limited to the following:

- 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(s) 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 County 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 work 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 work knowledge of each assignment covered by Selected Proposer(s)

Note: Specific 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 SPPM and Site Supervisor are two separate functions and shall not be combined.

## **2.7 REQUIRED OFFICERS/ HOURS**

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

**TIER 3**

All Sectors are designated as Tier 3

<b>SECTOR A</b> 8 Sites	<b>SECTOR B</b> 7 Sites	<b>SECTOR C</b> 4 Sites	<b>SECTOR D</b> 10 Sites
Total Weekly Hours: 2462	Total Weekly Hours: 1118	Total Weekly Hours: 1722	Total Weekly Hours: 2385
-	Level I 40 hours	Level I 447 hours	-
Level II 1958 hours	Level II 910 hours	Level II 947 hours	Level II 1377 hours
Level III 168 hours	-	Level III 160 hours	Level III 504 hours
Site Supervisor 336 hours	Site Supervisor 168 hours	Site Supervisors 168 hours	Site Supervisor 504 hours

2.7.1 - Equipment required and Estimated Hours weekly:

- a. Vehicle: 1,908 Hrs. totaling thirteen (13) Vehicles
- b. Golf Cart: 1,063 Hrs. totaling seven (7) Golf Carts
- c. Radios: 2 Base radios per Selected Proposer(s)

**2.8 ADDITIONAL SECURITY STAFF REQUIREMENTS**

County may request Selected Proposer(s) to provide additional officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be negotiated on a case by case basis.

All personnel employed by Selected Proposer(s) 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 Selected Proposer(s)- and WASD-issued photo I.D. cards (see Section 2.43). All of the above are to be conspicuously displayed at all times while on duty. Selected Proposer(s) 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(s) and are subject to change as required, by the County Project Manager.

## **2.9 SPECIAL EQUIPMENT REQUIRED**

Selected Proposer(s) may be required to provide licensed and insured motor vehicles, and off-street motorized carts, please refer to Form B-1. Such posts or duty assignments shall be requested as needed and, where appropriate. Selected Proposer(s) shall comply with insurance requirements as specified in Article 10 of the Terms & Conditions and the insurance shall be sufficient to cover all operations and use of such equipment.

Selected Proposer(s) may also be required by the County Project Manager 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. These items may be required in unforeseen circumstances or emergencies.

## **2.10 CHANGES IN ASSIGNMENT**

County Project Manager 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 NEW ASSIGNMENTS (OVERTIME)/NOTICE OF EXTENDED HOURS**

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. County will attempt to give the Selected Proposer(s) four (4) hours of notice for new assignments. If it is not possible to give advance notice, the County will pay an overtime coverage rate (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the Selected Proposer(s) shall provide a Security/Screening Officer within a minimum of four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a vendor Non-Performance.

An extension of hours for regularly scheduled service(s) may occur from time to time. In such circumstances, if it is not possible for the county to provide the Selected Proposer(s) advance notice then the County will pay an overtime rate (1½ times the normal billing rate) only for those hours provided for the extension of services which surpass the regular scheduled service hours. In such cases, a signed overtime approval form or Guard Post Action Sheet shall be provided along with the Selected Proposer(s) invoicing (see attachments A).

Note: There is no minimum hour standard for the request of service hours. The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Project Manager or designee as determined to be in the best interest of the County. All Selected Proposer(s) invoicing shall accurately reflect the actual hours of service provided by its personnel.

**2.12 OVERTIME**

The County will allow overtime payment at a maximum rate of (1 ½) times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Project Manager 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 forty (40) hours of work effort in a given week by a given individual.

**2.13 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE**

The Selected Proposer(s) shall provide additional services when requested, however, if the Selected Proposer(s) is unable to provide these additional services, the Selected Proposer(s) shall immediately notify the County verbally and in writing (within 24 hours of the request for additional service) with a detailed explanation for its inability to satisfy the request. If the Selected Proposer(s) refuses to accept the additional requested services the County may award the new assignment to another vendor providing similar services to the County. Such new assignment may become permanent, at the County's discretion. Any costs incurred by the County as a result of inability or refusal shall be the responsibility of the Selected Proposer(s). In addition, the Selected Proposer(s) may incur liquidated damages or infraction fees.

**2.14 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS**

No employee of Selected Proposer(s) 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 Project Manager and in emergency situations that are beyond the control of Selected Proposer(s), (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 Project Manager or designee.

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

## **2.16 SCHEDULING/POST COVERAGE**

Upon request by the County, the Selected Proposer(s) shall provide copies of all personnel schedules that are assigned to the County as a result of a contract issued by this Solicitation and all renewals thereof, to all parties as directed by the County Project Manager or designee, to include the assigned personnel's name, contact information and corresponding service level. As situations or emergencies arise, the Selected Proposer(s) shall notify the appropriate County personnel as directed by the County Project Manager or designee of all personnel unable to arrive on time for their scheduled assignment. Selected Proposer(s) shall provide the appropriate qualified, trained and County approved replacement as soon as possible or within a maximum of one (1) hour. In cases which the Selected Proposer(s) are unable to accomplish the required staffing they shall immediately notify the County Project Manager or designee. Failure to provide required staffing or notification of tardiness may result in a Liquidated Damage and/or a Vender Non-Performance being issued.

## **2.17 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 Project Manager or designee. Selected Proposer(s) 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 work on the Contract and/or may result in Liquidated Damages.

## **2.18 EMERGENCIES**

The Security Officers may be diverted by the County Project Manager 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(s) 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.

## **2.19 ADHERENCE TO LAW**

Selected Proposer(s) 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(s) Site Supervisor, Project Manager or other Principal of Selected Proposer(s) 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 2.30. Proper notification will consist of the following:
  - i. Phone call to the County Project Manager; if not available, then to the WASD SOC
  - ii. Followed by a fax/email sent to the County Project Manager
  - iii. Followed by a fax/email 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 Project Manager 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.
- D) The Selected Proposer(s) and their employees shall not release any Facility(s) or assignment(s) Security Plan, information contained in the Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the County Project Manager or designee. Information contained in such documents will be treated as Security Sensitive Information.

## **2.20 POLYGRAPH EXAMINATION**

County reserves the right to require any of Selected Proposer(s) personnel to submit to a polygraph examination as deemed necessary by the County Project Manager or designee. Selected Proposer(s) 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) work days from the date of request. The Polygraph Examiner shall be approved by the County Project Manager or designee.

## **2.21 SECURITY OFFICER ROTATION**

The County reserves the right, at the discretion of the County Project Manager or designee, to transfer personnel of Selected Proposer(s) work on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

## **2.22 APPROVAL OR REMOVAL FOR CONTRACT**

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

## **2.23 PROGRESS MEETINGS**

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

## **2.24 TRAINING REQUIREMENTS**

The County will reimburse Selected Proposer(s) 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 Project Manager or designee**. The County may choose not to reimburse, at the County's sole discretion, if employee turnover rate for Selected Proposer(s) is high. Selected Proposer(s) shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Project Manager 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. Employee Orientation Training length and content will be solely determined by the County Project Manager or designee.

Upon completion of Employee Orientation Training, Selected Proposer(s) shall submit invoices for all personnel, who attended said training.

### **B) Site Orientation Training for Security Officers**

Selected Proposer(s) shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Training shall be conducted by a Selected Proposer(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. County will 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
- v) Behavior pattern recognition

#### **C) Job Enrichment Training**

County reserves the right to mandate job enrichment training for some or all employees of Selected Proposer(s). 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(s) and shall not be passed on to the employee. **The County will not reimburse Selected Proposer(s) for advancement training.**

#### **E) Evaluation of Training**

County Project Manager or designee will evaluate the quality and completeness of training provided by Selected Proposer(s) 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. County Project Manager 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(s) 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 Project Manager, 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 Miami-Dade County prior to the start of training for approval.

Selected Proposer(s) shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Project Manager or designee before Contract start date. Representatives of the County Project Manager may visit training classes without notice to monitor the training.

#### **F) Firearms Training**

Selected Proposer(s) 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 meet this requirement; this instructor shall be directly employed by Selected Proposer(s).

#### **G) Training for Selected Proposer(s) Site Supervisors**

- i) In compliance with all other Contract stipulations requiring that a Selected Proposer(s) 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(s) 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(s) shall provide to all Site Supervisors a minimum of (8) eight 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
  - Ethics
  - WASD Security Management/Contract Supervisors relationship

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

### **2.25 LOCAL MANAGEMENT OFFICE**

Selected Proposer(s) shall have a local management office in Miami-Dade County. 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(s) shall maintain, at a minimum, the following documents at the local management office:

1. Financial records: invoices, employee payroll and other associated backup documentation
2. FCC License
3. Log Books
4. Incident Reports
5. Quality Assurance Plan
6. 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(s) shall maintain a copy of all disciplinary actions taken by Selected Proposer(s) 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) Florida Department of Law Enforcement 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" and/or "G", 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 (5) year Drivers history
- xii) Proof of Citizenship, Resident Alien card or Work Permit

## **2.26 WORK MATERIALS**

Selected Proposer(s) shall provide all work 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(s), at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Project Manager or designee. Upon termination of any contract issued as a result of this Solicitation and all renewals thereof, the Selected Proposer(s) shall surrender all records or documents (e.g. log books, incident reports, etc) to the County Project Manager or designee within seven (7) days of the contracts termination date.

## 2.27 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(s) to the WASD SOC. Additional radios may be requested, at no additional charge from the Selected Proposer(s), at the discretion of the County Project Manager for WASD SOC management to communicate back the Selected Proposer(s).

### B) Central Dispatch Center

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(s) 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)'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(s) personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. Selected Proposer(s) shall provide and maintain required system quality, as follows:

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

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(s) is unable or unwilling to make necessary improvements, the County may terminate the Contract. County will be the sole judge of the adequacy of radio communication

## 2.28 UNIFORMS AND EQUIPMENT

### Requirements

Selected Proposer(s) 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 with name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Project Manager. Selected Proposer(s) shall establish a dress code policy that includes: grooming and hygiene standards. Policy shall be approved in advance by the County Project Manager.

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)'s and WASD's identification patches (see below). Shoulder patches shall be custom "WASD Protective Services" patches provided by Selected Proposer(s) and shall be sewn on and worn on both shoulders of the uniform shirt and jacket. No other identification of Selected Proposer(s) 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(s) 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(s) 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(s) 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 Project Manager 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, 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(s) 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.
- 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 Project Manager 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(s). County Project Manager 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(s) shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

- I. Trousers, three (3)
- II. Shirts/blouses, five (5)
- III. One (1) set of all other uniform components as specified
- IV. Cold weather jacket (1)
- V. Raincoat (1)
- VI. Duty Belt (1)
- VII. Handcuffs and Key (1)
- VIII. Firearm, if applicable (1)
- IX. Ammunition Pouch (1)
- X. Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
- XI. Mace (1)
- XII. Expandable baton (1)

**A. UNIFORMS COSTS**

Selected Proposer(s) 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(s) 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(s) at no cost to its personnel or WASD.

**B. RADIATION DETECTION BADGES**

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

## 2.29 WEAPON SAFETY

Selected Proposer(s) 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(s) 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 to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Project Manager 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 WASD Security Management.
- G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

## 2.30 QUALITY ASSURANCE PLAN

Selected Proposer(s) 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 Project Manager or designee as they are made. The plan shall include, but not be limited to, the following:

### A) QAP Contractual Review Plan

Selected Proposer(s) 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(s) shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Project Manager or designee. Selected Proposer(s) will be provided a time frame in which the corrective action shall be completed. If Selected Proposer(s) is unable to complete the corrective action within the prescribed time allotted by the County Project Manager or designee, then Selected Proposer(s) 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(s) will result in Liquidated Damages and/or a Vendor Non-Performance.

## 2.31 FAILURE TO PERFORM

**Liquidated Damages**

Selected Proposer(s) 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. County Project Manager'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(s). 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 Project Manager or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to Selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to Selected Proposer(s) promptly by the County Project Manager or designee, in order to afford Selected Proposer(s) time to notify the County of extenuating circumstances.

- 1<sup>st</sup> infraction may result in Liquidated Damages of \$100.00
- 2<sup>nd</sup> infraction \$200.00
- 3<sup>rd</sup> and subsequent infractions \$300.00

(Unless a Special Violation, in which case the 1<sup>st</sup> infraction will be \$500.00, the 2<sup>nd</sup> infraction \$1000.00, 3<sup>rd</sup> 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 Project Manager or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

**A. Contract Personnel Violations**

- Late for duty
- Sleeping on duty
- Failure to follow post orders
- Abandoning post
- Inappropriate Behavior
- Improper or badly soiled uniform
- Failure to conspicuously display on person Security officer licenses (D & G), Company ID or WASD ID
- Failure to make report
- Improper clock rounds
- Improper State licensure (e.g. not on person, expired)
- Improper records, reports or logbook
- Improper reading materials other than work related (e.g., newspapers and magazines)
- Improper audio/video devices other than work related
- Unauthorized visitors on post
- Not signing in or out in logbook

- Vehicle irregularities
- Post opened or closed late
- Personal phone use
- Failed to report for duty

#### **B. Administrative Violations**

- Improperly or insufficiently equipped
- No radio or inoperative radio
- No vehicle or inoperative vehicle
- No weapon or ammunition violation
- Inadequate writing skills
- Inadequate training
- Lack of contract supervision.
- Excessive hours on duty (not approved in advance by WASD)
- Violations of local, State, or Federal laws, Regulations, or Ordinances
- Failure to provide Security Officers for “additional requests” assignment after making commitment
- Criminal records check not complete/or hired
- Selected Proposer(s) personnel with criminal records
- Failure to have current Post orders on site
- Invoicing Discrepancies or Inaccuracies
- Contract Section Violations

#### **C. Special Violations**

- Reassignment of any personnel previously suspended or removed from duty by the County
- Failure to notify the County of an arrest of personnel within time frame as specified herein
- Improper internal employee fines or wage practices
- False or Misleading Statements by Contract personnel
- Deduct money from an employee’s paycheck as a result of Liquidated Damages

Note: Selected Proposer(s) 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 Project Manager or designee. In such circumstances, Selected Proposer(s) 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 Project Manager 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(s) cannot properly handle that location or locations. In such situations, the County Project Manager or designee may remove Selected Proposer(s) from the facility/post and reassign the facility/post to another Selected Proposer(s) assigned, either temporarily

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

**ii) Loss of Sector and Debarment**

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

**2.32 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 Project Manager or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by Selected Proposer(s) at the same hourly rate as would be earned while on duty under the Contract, and Selected Proposer(s) shall in turn be remunerated by the County at the stipulated billing rate. Selected Proposer(s) 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 will take priority over all other scheduled duties, and Selected Proposer(s) shall coordinate with the County Project Manager 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.

**2.33 REPORTING REQUIREMENTS & PROCEDURES**

Selected Proposer(s) 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 Project Manager 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.
- B) Selected Proposer(s) 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 Project Manager or designee within seven (7) days. Selected Proposer(s) shall deliver all such logbooks to the County at a place to be determined by the County.
- C) A copy of all reports shall be furnished to the County Project Manager 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(s) 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.

- D) 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.
- E) All employees shall follow the "Chain of Command." After exhausting efforts with Selected Proposer(s) Management staff the next step will be a WASD Security Supervisor followed by the County Project Manager. 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.

### **2.34 METHOD OF PAYMENT: BI-WEEKLY INVOICES**

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

a) Invoice:

Selected Proposer(s) shall submit one (1) original and two (2) duplicate sets of the detailed invoices bi-weekly to WASD Security, 3071 S.W. 38<sup>th</sup> Ave., Room 214, Miami, FL 33146. County will specify whether the invoices shall be submitted electronically or hard copy. County reserves the right to change the format of invoices at any time. Selected Proposer(s) shall work with the County to finalize the format for electronic invoicing.

b) Payroll Documentation:

In addition, from time to time the County Project Manager 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(s) shall provide payroll documentation as directed by County Project Manager or designee.

c) Payment Schedule:

Selected Proposer(s) shall agree to the County's Method and Times of Payment as specified in the agreement. Selected Proposer(s) shall be prepared to have enough work capital to function in this environment.

### **2.35 INVOICING DISCREPANCIES**

It is the County's intent to ensure that all Selected Proposer(s) invoices are processed and paid according to a Contract, issued as a result of this Solicitation, with the correct hours and rates reflected. It is the Selected Proposer(s) responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours and services rendered as well as all applicable billing rates, including all CPI and Living Wage adjustments applicable to that billing period. Any invoices which are not submitted or that are submitted with errors shall be returned to the vendor for immediate correction and shall be resubmitted by the following invoicing period, with the required corrections made. Failure to resubmit

the corrected invoice(s) shall result in Liquidated Damages being assessed and shall continue until resubmitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices may result in Liquidated Damages and/or a Vendor Non-Performance.

### **2.36 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.

### **2.37 COUNTY-FURNISHED ITEMS**

County will furnish to Selected Proposer(s), 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(s) prior to the commencement of any work assignment.
- B) Selected Proposer(s) shall be responsible for all equipment issued by the County to Selected Proposer(s) solely for performance of the work contained herein. Selected Proposer(s) 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(s) 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.  
  
Selected Proposer(s) 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 Project Manager or designee.
- D) Selected Proposer(s) 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(s) shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of Selected Proposer(s) is lost, Selected Proposer(s) 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 Project Manager 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.

### **2.38 SCHEDULING SOFTWARE**

Selected Proposer(s) 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(s) will provide user access for one WASD personnel, designated by the County Project Manager, 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(s) shall work with the County to provide finalized invoicing format.

### **2.39 GUARD CHECKS**

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

### **2.40 TABLETOP EXERCISES AND DRILLS**

Selected Proposer(s) 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 Project Manager will determine the dates and duration of these exercises.

### **2.41 CUSTOMER SATISFACTION PROGRAM**

Selected Proposer(s) shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. County Project Manager 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 Project Manager.

### **2.42 PAYMENT AND PERFORMANCE BOND REQUIREMENTS**

#### **A. Bid Security**

Selected Proposer(s) must submit a bid security **with its Proposal** in the amount of \$10,000. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive.

Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida. The bid security is conditioned upon the Selected Proposer(s) submitting the specified performance and payment bond. Failure or refusal to submit a satisfactory performance and payment bond within the time stated will result in the forfeiture of the bid security as liquidated damages. Bid securities will be returned after the contract is executed, unless returned earlier, at the County's discretion.

#### **B. Performance and Payment Bond**

The Selected Proposer(s) shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for WASD. Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. Performance Bond shall be prepared on

the applicable bond form(s) provided herein as Attachment 2. 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. 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. No other form shall be accepted. If the Selected Proposer(s) fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected Proposer(s) shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Selected Proposer(s) for a twelve (12) month period following such default.

The Selected Proposer(s) 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.

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

#### **2.43 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 WASD 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, Selected Proposer(s) 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 WASD restricted areas. For more information concerning WASD ID cards, contact the Security Division of WASD at (786) 552 8102.

#### **2.44 ACQUISITION OF OTHER SERVICES**

While WASD has listed all services within the scope of this Solicitation which are utilized by WASD 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, WASD representative will contact the Selected Proposer(S) and obtain a price quote for the additional like services. WASD reserves the right to award these additional services to the Selected Proposer(S)

### **3.0 RESPONSE REQUIREMENTS**

#### **3.1 SUBMITTAL REQUIREMENTS**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission**

**Package.** Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 4.0 EVALUATION PROCESS

### 4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation /Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of five hundred (500) points per Evaluation/Selection Committee member.

<b>A. Technical Criteria: Security Guard Services</b>		<b>Points</b>
1	Proposer's relevant experience, qualifications, and past performance providing security guard services.	<b>100</b>
2	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	<b>50</b>
3	Proposer's approach to providing the security guard services	<b>100</b>
4	Proposer's Recruitment Policy and Plan	<b>50</b>
5	Proposer's Financial Capability	<b>75</b>
6	Training	<b>25</b>
<b>B. Price Criteria: Security Guard Services</b>		<b>Points</b>
7	Proposer's Proposed Price	<b>100</b>

### 4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Evaluation/Selection) may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in

clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor**

A Selection Factor is not applicable to this Solicitation.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. “Local Certified Veteran Business Enterprise” or “VBE” is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor’s proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran’s preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

#### **4.6 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the County’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The Evaluation/Selection Committee (or Review Team) will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s).

This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

## 5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

### a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

### b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

### c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

### d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

## 6.0 ATTACHMENTS

Draft Form of Agreement  
Proposal Submission Package  
Proposer Information  
Form B-1 Price Proposal Schedule  
**Attachment 1** Supplemental General Conditions, Living Wage  
**Attachment 2** Performance Bond and Payment Bond  
**Attachment 3** Tier III Sector Map  
**Attachment A** Guard Post Action Sheet

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