

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency

Previous Contract/Project No.  
RFP-01261

Re-Bid   
  Other

LIVING WAGE APPLIES:  YES     NO

Requisition/Project No: RFP-01638

Term Of Contract: 4 years with 1 (4 year) Option(s)-To-Renew

Requisition/Project Title: Security Guard Services for Special Assessment District

**Description:** Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade County Parks, Recreation, and Open Spaces Department, is soliciting for Tier 1, Levels 2 and 3 Security Guard Services

**User Department(s):** Miami-Dade Parks, Recreation, and Open Spaces

**Issuing Department:** Internal Services

**Contact Person:** Chris Grant-Henriques

**Phone:** 305-375-3085

**Estimated Cost:** \$49,300,000.00

**Funding Source:** Proprietary Funds – Special Taxing Assessments

**Revenue Generating:** No

**ANALYSIS**

<b>Commodity/Service No: 561612</b>			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Contracts. Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
<b>PREVIOUS CONTRACTS</b>	<b>RFP-01261</b>	<b>RFP716</b>	<b>RFP437</b>
<b>Contractor:</b>	N/A	U.S. Security Associates & G4S Secure Solutions, Inc	U.S Security Associates, 50 State Security Service Inc, Alanis Inc & Forestville Corporation
<b>Small Business Enterprise:</b>	No	No	No
<b>Contract Value:</b>	\$25,033,848.00	\$6,200,000.00	\$6,961,819.26
<b>Comments:</b> RFP-01261 had all proposals rejected.			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATION: Subcontractor Goal**

**Basis of Recommendation:**

There are 19 firms certified in the commodity code above. With the estimated cost and the County goal of having 10% SBE participation in contracts, I believe Subcontractor Goal is the best measure.

Signed: Chris Grant-Henriques

Date to SBD: 09-10-2020

<b>APPENDIX A – SCOPE OF SERVICES</b>
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**1) BACKGROUND**

Miami-Dade County (the County), as represented by the Parks, Recreation and Open Spaces Department is contracting for professional Level 2 and Level 3 stationary security guard services to provide a visible safety and passive security program at various Special Assessment District (SAD) locations in the County. Sable Palm SAD requires only roving patrol security guard services.

The Contractor shall maintain a Class “B”, Security Agency License, or class “BB” Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License during the term of the contract, including extensions and renewals thereof.

**2) SPECIAL ASSESSMENT DISTRICT LOCATIONS****Level 2 Security Officer**

Following is a list of SAD locations for the required Level 2 security guard services, including the number of guard houses, and the address of each location. All locations require twenty-four hours a day security guard service, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

District #	Special Assessment District Name	Number of Guardhouses	Address	
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 <sup>th</sup> Avenue, Miami
3	G-199	Biscayne Beach	1	960 Stillwater Drive, Miami Beach
4	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
5	G-221	Enchanted Lake	2	2210 NE 192 <sup>nd</sup> Street, North Miami Beach 19831 NE 23 <sup>rd</sup> Avenue, North Miami Beach
6	G-241	Entrada	1	3690 Matheson Avenue, Miami
7	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
8	G-223	Gables by the Sea	2	5765 SW 128 <sup>th</sup> Street, Coral Gables 5975 SW 134 <sup>th</sup> Street, Coral Gables
9	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
10	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
11	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami

12	G-237	Morningside	2	420 NW 50 <sup>th</sup> Terrace, Miami 5780 NE 5 <sup>th</sup> Avenue, Miami
13	G-205	North Bay Island	1	1 79 <sup>th</sup> Street Causeway, North Bay Village
14	G-191	North Dade Country Club/Andover	2	201 NW 207 <sup>th</sup> Street, Miami Gardens 200 NW 204 <sup>th</sup> Terrace, Miami Gardens
15	G-217	Oak Forest	2	19901 NE 21 <sup>st</sup> Avenue, Miami 2330 NE 201 <sup>st</sup> Street, Miami
16	G-231	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami

### **Level 3 Security Officer**

Following is a list of SAD locations for the required Level 3 security guard services, including the number of guard houses, and the address of each location. All locations require twenty-four hours a day security guard service.

District #	Special Assessment District Name	Number of Guardhouse	Address
1	G-198	Allison Island	6315 Allison Road, Miami Beach
2	G-152	Star Island	2 Star Island Drive, Miami Beach

Notes:

- a) The boundaries for each location are further defined in Exhibit A, Proposed District Boundaries.
- b) The County may at any time make changes to existing service. The changes may include, but not be limited to, scheduling changes and decreases in the hours or type of services.

### **3) MOVEMENT, ADDITION AND DELETION OF SAD LOCATIONS**

During the term of the contract, SAD locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of SAD locations, the County reserves the right to assign additional SADs to a Contractor after award. Any assignment of additional SADs to a Contractor, after initial award, will be subject to negotiations. If the County and the recommended Contractor cannot negotiate a successful contract the County may terminate negotiations and begin negotiations with another recommended Contractor, until the SAD is assigned. Upon project award, the Contractor's contract will be supplemented, identifying additional SADs and pricing information for providing the security guard services. Future SADs requesting the security guard services will be assigned a Contractor using the method outlined above, except for cause as approved by the County.

At the County's discretion, a Contractor may be terminated for performance issues, being late in its obligations to the County, and any other reason specified by County policies and procedures. During the term of the contract, Contractor shall maintain the qualifications of the Contractor, and Contractor's personnel, at a standard consistent and equivalent to the qualification submissions submitted in Contractor's response to the Solicitation.

Movement of a Contractor between SADs, by the County, may also occur after contract award. In the event of said movement, The County will issue a Spot Market quote to vendors currently under the contract. Award of the SAD will be made to the responsive and responsible bidder. County reserves the right to establish an alternate, streamlined method of assigning SAD's.

**4) REQUIREMENTS AND SERVICES TO BE PROVIDED**

Contractor shall provide, in all instances as required by the County within the scope of this contract, adequate number of personnel to provide the Services at the designated SAD locations and hours, as may be amended by the County.

In addition, the Contractor shall provide all items necessary to provide the Services including adequate uniforms, equipment and vehicles, as specified herein.

**A. Requirements Prior to Notice to Proceed**

The County will issue a Notice to Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution.

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

The Contractor(s) shall:

**1. Centralized Dispatch Station**

- a) Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County may inspect the dispatch location at any time. The dispatch location shall provide centralized dispatching service, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the guardhouse(s) at all times. 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.
- b) Have a complete roster of all security guards assigned to the SAD and hours to be worked.
- c) 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.

**2. Insurance**

Meet the Insurance requirements as specified in Article 12 of the Contract.

**3. Performance Bond**

Meet the Performance Bond requirements as specified in Article 7 of the Contract.

**4. Permits, Licenses and Certificates**

Provide all necessary permits, licenses and certificates for Contractor, Contractor's site supervisor(s), and Contractor's security personnel, that will be assigned to the contract.

**5. Rights of Inspection**

Ensure that the County may, in its sole discretion, visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the Services.

**B. GENERAL REQUIREMENTS**

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each SAD location for which Contractor is awarded a contract.
2. Provide continuous twenty-four hours a day, 365 days per year, unarmed security services for the purpose of providing visible safety and passive security program at each of the SAD locations awarded.
3. Provide security guard service at each SAD locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver). The service will initially consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the SAD locations illustrated on the attached maps (Exhibit A).
4. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment, shall be the responsibility of the Contractor.
6. Post orders, at each security guardhouse. All security guards shall receive and pass post order testing conducted by the County, prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time site supervisor, for each guardhouse, who shall inspect the SAD at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified below; for each security guard assigned to guard post, prior to the security guard start of work in the SAD.

- a) Routine urinalysis reports (by outside agency within preceding 60 days of employment)
- b) Routine medical examination reports (dated within preceding 60 days of employment)
- c) Training certification
- d) Proof of minimum education requirements
- e) Licenses
- f) Florida Department of Law Enforcement certification of no felony record (dated within the preceding 60 days of employment)
- g) Proof of citizenship or work permit or INS I-9 certification

10. The County may add armed security services to any SAD, upon request from the HOA.

**5) SECURITY GUARD PERSONNEL REQUIREMENTS**

The Contractor shall ensure that all personnel meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by applicable law, including a company issued photo I.D. card. The Contractor shall provide in all instances, radio- equipped uniformed security guards, to provide security service at SAD locations.

All level of security guards shall meet the following requirements:

Have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and maintain this license at all times while providing Services to the County under the contract.

1. 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.
2. Be at least twenty-one (21) years of age.
3. Have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All Site Supervisors shall have a five (5) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing Services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon request. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
4. Have a national criminal history background verification completed demonstrating

a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. Contractor's personnel providing services to the County shall not have currently or in the past:

- a) Any Felony including, Sexual or Domestic Violence conviction.
- b) Discharged from the military under any conditions other than honorable.
- c) Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the County Project Manager or designee in his or her sole discretion.
- d) Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, Disqualifying Criminal Offenses or 19 CFR 122.183, Denial of Access, for assignments involving Aviation Department properties.

The Contractor shall conduct an annual national background verification of any employee or staff assigned to provide Services to the County under this Solicitation, and shall submit the verification to the County Project Manager or designee upon request. The County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive the requirements in C above if determined to be in the best interest of the County.

5. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor(s)' site supervisors 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.
6. Shall successfully complete a medical examination, to be conducted at the Contractor(s)' expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or designee. The results of the medical examination must demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Psychological testing
- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- PPD skin testing
- Background screening
- Pulmonary function test

**6) EDUCATIONAL BACKGROUND AND EXPERIENCE****1. LEVEL 2 SECURITY GUARD**

Security guard are unarmed and shall have at minimum a Class D Security License and shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED), and be able to document a work history or educational background which includes and meet at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard;
- b) Minimum of two years military experience;
- c) Civilian or Military law enforcement or Corrections accreditation;
- d) Four-year (bachelor's) degree from an accredited college or university;
- e) Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

**2. LEVEL 3 SECURITY GUARD**

This is the highest classification of security guard and is an unarmed position. Security guard shall have at minimum a Class D Security License, and shall possess a high school diploma or certified equivalency diploma (GED), and be able to document a work history or educational background which includes at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard
- b) Minimum of two years military experience;
- c) Civilian or Military law enforcement or Corrections accreditation
- d) Four-year (bachelor's) degree from an accredited college or university in Criminal Justice
- e) Two-year (Associate) degree from an accredited college and one year experience as a licensed security guard.

Notes applicable to 2 and 3 above: a) In the event if an armed security guard levels 2 and 3 are required, the security guard will also be required to have and maintain a State of Florida "G" Firearms License; b) all required experience shall be within the US or its territories; c) all experience shall be fully and readily verifiable; d) applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted; and e) the County may consider alternate qualifications.

**3. SITE SUPERVISOR**

Contractor shall provide a site supervisor. These positions, shall be the equivalent in qualifications of the highest classification of security guard being supervised. All site supervisors employed by the Contractor to provide services to the County are required to 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 Project Manager or designee.

The site supervisor will be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this RFP.



**7) SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES**

The following tasks and responsibilities shall be performed by security personnel employed by the Contractor(s) to provide security guard services to the SADs.

**1. SECURITY GUARD**

The Security Guard shall:

- 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 at all times. Uniforms shall be clean and pressed and include name tags.
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) 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. Each security guard shall ensure at the start of each shift that this policy is followed (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, radios, CD or MP-3 players or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages may be assessed (refer to Section 2.14).
- g) Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form provided by the Contractor, shall be used for this purpose. The security guard's site supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guard shall notify dispatcher when using restroom facilities.

Note: The security guard personnel are not empowered to question, refuse entrance to the SAD, or unnecessarily detain anyone who wishes to enter the SAD.

**2. SITE SUPERVISOR**

The site supervisor shall:

- a) Be assigned to the SAD location as one of the security guards at the site.
- b) Remain in instant communication with the Contractor's Central Dispatch Center.
- c) Observe the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for security guards.

**8) TRAINING REQUIREMENTS**

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the post orders (refer to Section 2.12.3).

**Site Orientation Training:**

The training shall consist of, but not be limited to:

1. General and specific orders of the SAD location
2. Policy and specific procedures for responding to emergencies at the location
3. Procedures for access control and operation of the security system
4. Report writing
5. Safety and fire prevention
6. Police authority and jurisdiction
7. Identification
8. Other security matters, prior to duty assignment

Training shall be conducted by the Contractor's site supervisor, and shall take place prior to commencing the Services. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any SAD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County shall reimburse the Contractor for the training of security guards assigned to the SADs at the contracted hourly rate, for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours of work after said training.

**9) REPORTING REQUIREMENTS**

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

1. Document any unusual events in the post logbook, within eight (8) hours of the occurrence so the County Project Manager or designee can identify the principles later, if a further investigation is needed. All bound logbooks become the property of the County upon their replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished within 24 hours of occurrence to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's site supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The Central Dispatch Center shall be notified immediately after calling 911.
4. 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 Central Dispatch Center immediately after the incident occurs.

**10) WORK PRACTICES, STANDARDS AND DUTIES**

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

1. **Standards of Conduct**

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

2. **Work Schedules**

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) **Posting Work Schedules**

The work schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

b) **Relief**

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by federal and Florida law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief personnel. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 2.14).

c) **Starting and Stopping Work**

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full tour of duty or until relieved.

d) **Limitations on Hours and Assignments**

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

3. **SAD Post Orders**

SAD post orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site post orders at all times while on duty. No deviations from the post orders shall be made, except for emergencies. All post orders (initial or revised) must be approved

by the County. Changes to the post orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

- a) SAD location information (e.g., operating hours, chain of command);
- b) SAD location rules and regulations;
- c) Operation of equipment;
- d) Vehicular traffic control;
- e) Access control procedures;
- f) Emergency response procedures;
- g) Security and fire control/alarm systems;
- h) Hazardous conditions, inspection/reporting;
- i) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j) Safeguarding persons and property; and
- k) Minimum number of hours for site orientation training.

4. **Overtime**

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in the excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal eight-hour workday.

The County will compensate the Contractor for overtime pay **only** when caused by special request of the County or by Force Majeure (an act that cannot be reasonably anticipated or controlled). Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

5. **Reports, Records and Desk Book**

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

6. **Emergency Assistance**

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and after summoning the appropriate assistance, immediately notify dispatcher at the Central Dispatch Center.

7. **Lost and Found**

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of articles still unaccounted for.

8. **Hazardous Conditions**

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

9. **Removal from Duty**

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check or due to unfitness for duty (as discussed below), the County Project Manager may request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests. Suitability checks can be performed at the discretion of the County, but no less than once every quarter.

a) Suitability

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfitness for Duty

The County may also request the Contractor immediately remove any security guard from the guard post if that individual(s) assigned to duty has been disqualified for either suitability or security reasons, or is found to be unfit to perform security guard duties. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the SAD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

10. Replacement Employees

The Contractor shall provide the training outlined in Section 2.10 to each replacement security guard prior to the security guard start of work at any SAD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to an SAD.

11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

12. **Weapons**

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

11) **COUNTY AND CONTRACTOR SUPPLIED ITEMS**

1. **COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES**

The County shall furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

- a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency, and such use may be subject to imposition of applicable penalties or fines by the County.
- c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, on a site specific basis.
- d) Officer's Desk Books, which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County-issued property shall be used only for official County business in the performance of the Services. All property furnished by the County, under this contract shall remain the property of the County. Upon termination of said contract, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contracted requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

2. **CONTRACTOR SUPPLIED ITEMS**

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued. The County may, at its sole discretion terminate the contract for default.

- b) Special Equipment: At least one working flashlight (two "D" cell size or larger) shall be available at the guardhouse.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall generally conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the company by which the guard is employed shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit the security guard to work without a cap. Failure however, to obey uniform regulations will result in liquidated damages (see Section 2.14 below) to the Contractor by the County, and possible removal of the employee from duty at SAD locations.

## 12) LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor acknowledge and agree that damages likely to be incurred to the County as a result of the below listed incidents is incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor shall be liable to the County in the amounts listed therein as liquidated damages, and not as penalties. Any of these violations may also result in the Contractor personnel being removed from the post and/or contract issued as a result of this Solicitation at the request of the County Project Manager or designee. Upon the occurrence of an incident, the County Project Manager shall promptly provide to the Contractor, a written notice of a violation and intent to impose liquidated damages in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

Note: The County will apply deductions for liquidated damages against the Contractor's invoice separately for each documented violation.

### A. Major Incidents

If any of the following major incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per incident:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.

- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at a guard post.

#### **B. Minor Incidents**

If any of the following minor incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$50.00 per incident:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

#### **13) VIOLATIONS**

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor'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 termination from the contract include, but are not limited to:

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or Inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same SAD location may result in the removal of the Contractor from the SAD by the County. The SAD may be assigned to



another Contractor. Similarly, new or existing SADs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

Note: A continuing pattern of frequent and/or egregious violations at multiple SAD locations, or repeated actions by the County Project Manager or designee to remove the Contractor from SAD locations, and may result in the termination of the Contract.

**14) PROGRESS MEETINGS**

Contractor shall attend 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. The County Project Manager or designee may call meetings at any time during the contractual period by giving the Contractor(s) reasonable notice. The Contractor(s)' Supervisor or other appropriate person(s), 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.

**15) ANCILLARY EQUIPMENT**

Ancillary equipment i.e.; security cameras, security monitoring equipment, security gates, etc. shall not be installed by the Contractor under this contract.