

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

Rev 1

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	<div style="border: 1px solid black; padding: 2px;">Previous Contract/Project No.8724-2/11</div>
<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>	LIVING WAGE APPLIES: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

**Requisition/Project No:** RFP864 **TERM OF CONTRACT:** 4 years with 1 four year options-to-renew  
**Requisition/Project Title:** Security Guard Services for MDT

**Description:** Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Transit Department (MDT), is soliciting proposals from qualified security guard firms, to provide armed security guard services in a manner that ensures the highest level of security throughout MDT's maintenance facilities, Metrorail and Metromover stations, bus yards, and passenger park and ride lots/facilities.

**User Department(s):** Transit

**Issuing Department:** ISD/PM **Contact Person:** Lydia Osborne **Phone:** 305-375-1291  
**Estimated Cost:** \$80,000,000 **Funding Source:** MDT Operating **Revenue Generating:**

**ANALYSIS**

Commodity/Service No: 964-80:			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>1st YEAR</b>
<b>Contractor:</b>	Professional Protection & Investigation 50 State Security Service, Inc.	Professional Protection & Investigation 50 State Security Service, Inc.	Professional Protection & Investigation 50 State Security Service, Inc.
<b>Small Business Enterprise:</b>	Group 1-SBE Set Aside Group 2-14% SBE Subcontractor Goal	Group 1-SBE Set Aside Group 2-14% SBE Subcontractor Goal	Group 1-SBE Set Aside Group 2-14% SBE Subcontractor Goal
<b>Contract Value:</b>	\$18,150,000	\$18,150,000	\$36,300,000
<b>Comments:</b>			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

<b>Basis of Recommendation:</b>

**Signed:** *Pearl P. Bethel* for Lydia Osborne

**Date to SBD:** 3-18-13

**Date Returned to ISD/PM:**

RECEIVED  
DEPT. BUSINESS DEV.  
2013 MAR 18 PM 2:29

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2013 MAR 18 PM 2:29

*This document is a draft of a planned solicitation and is subject to change without notice.*

**REQUEST FOR PROPOSALS (RFP) No. 000**  
**FOR**  
**Security Guard Services for Miami-Dade Transit**

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

                    , 2013 at       :00 AM (local time)  
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 Division  
for  
Miami-Dade Transit Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title: Lydia Osborne, Procurement Contracting Officer 2  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1291  
E-mail: lydiaos@miamidade.gov

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

                    , 2013 at 2:00 PM (local time)  
at  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery 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).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. 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.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit 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 Transit Department (MDT), is soliciting proposals from qualified security guard firms, to provide armed security guard services in a manner that ensures the highest level of security throughout MDT's maintenance facilities, Metrorail and Metromover stations, bus yards, and passenger park and ride lots/facilities.

The County anticipates awarding a contract for a period of four (4) years, with one additional four-year option-to-renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

**Solicitation issued:**

**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 e-mail [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

**Deadline for receipt of questions:**

**Proposal due date:** See front cover for date, time and place.

**Evaluation process:**

**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 word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The word "Director" to mean the department director of Miami-Dade Transit
9. The words "Project Manager/Point of Contact" to mean person designated by the selected Proposer and approved by Miami-Dade County to administer the Contract.
10. The word "Complaint" to mean any charge/allegation presented to the County Contract Administrator alleging a prohibited practice prohibited, by Ordinance or otherwise stated herein by the County..
11. The words "Central Dispatch Center" to mean a base station/office where personnel employed by the bidder have the capacity to communicate with field personnel, monitor telephone calls, radios, faxes and employees.
12. The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the vendor's operation as it pertains to the performance and delivery of services required by the County under a Contract.
13. The words "Metrobus/Bus Central Control" to mean the centralized monitoring facility used by MDT for monitoring of all Metrobus Operations, located at 111 NW 1 Street, 5th Floor, Miami, Florida.

14. The words "Metrorail/Metromover Central Control/Station Operations" to mean the centralized monitoring facility used by MDT for monitoring of all Metrorail and Metromover Operations, located at 111 NW 1 Street, 5th Floor, Miami, Florida.
15. The words "Notice to Proceed" to mean a written notice from the County to the selected Proposer under this solicitation specifying the date on which to commence service and on which the term of any contract resulting from this solicitation commences.
16. The word "Shift" to mean the number of hours normally assigned to work at a post as may be modified based on need.
17. The word "Post" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
18. 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.
19. The words "Post Orders" to mean general and specific duty assignments required for each post.
20. The word "Records" to mean any books, documents or evidence pertaining to the Contract
21. The abbreviation "ADA" to mean Americans with Disabilities Act of 1990, as may be amended from time to time.

### **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. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. 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.

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 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-responsive. 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, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; 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 shall 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@miamidade.gov](mailto:clerkbcc@miamidade.gov).

#### **1.5 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.

#### **1.6 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 Manager 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.

### **1.7 Collusion**

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. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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.

### **1.8 Living Wages**

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 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 acknowledges awareness of the penalties for non-compliance. The selected Proposer shall provide compensation equal to or exceeding the Living Wage benefits as specified in Attachment 1, Supplemental General Information, Living Wage.

### **1.9 Bid Security And Performance And Payment Bond**

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

The Proposer 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 submitting the specified performance and payment bond within ten (10) days following notice of award. Failure or refusal of the selected Proposer 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 shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance and Payment Bond in the amount of **20% of the total agreed upon annual price** prepared on the applicable bond form(s) attached hereto. Refer to Attachment 2, Maintenance Performance and Payment Bond (Cash), and Attachment 3, Maintenance Performance and Payment Bond (Surety), in addition to Article 11 of the Agreement for further details. No other form shall be accepted.

The selected Proposer shall comply with the performance bond requirements every year during the term of the contract, including and extensions or renewals thereof. The County will issue a notice to the selected Proposer every year and the selected Proposer shall deliver the performance bond to the County within fourteen (14) calendar days of the notice issuance date. 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.

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

### **1.10 Contract Measures**

\*\*\*\*Pending Review\*\*\*\*

## 2.0 SCOPE OF SERVICES

### 2.1 Background

The County, as represented by MDT, is soliciting proposals from qualified firms for armed security guard services in a manner that ensures the highest level of security throughout MDT's maintenance facilities, Metrorail and Metromover stations, bus yards, and passenger park and ride lots. It is the intent of the County to protect its personnel, patrons and/or property by means of well-trained, experienced, alert, interested, and reliable security personnel.

### 2.2 MDT Facilities

It is the intent of the County to award a contract for armed security guard services at the MDT facilities listed below for the provision of armed security guard services, as well as any additional County facilities as may be required by the County during the term of a Contract, including any renewals and extensions thereof.

Following are the MDT Facilities:

#### A. Metrobus, Metrorail, Metromover Maintenance Facilities:

- 1) **Metrobus** has three bus repair division facilities (bus yards), where bus operations, administration, and maintenance activities are performed (Northeast, Central, and Coral Way). General repairs and maintenance are performed at all locations. The major overhaul facility is the Central Bus yard. MDT's combined bus fleet is approximately 900 buses.
- 2) **Metrorail** maintenance and repairs are performed at the William Lehman Center located in Western Miami-Dade County. Metrorail security is divided into four security sectors as specified in below:

**TABLE 1: Security Sectors**

Sector 1	Sector 2	Sector 3	Sector 4
Dadeland South	Coconut Grove	Civic Center	Dr. Martin Luther King, Jr.
Dadeland North	Vizcaya	Santa Clara	Northside
South Miami	Brickell	Allapattah	TriRail
University	Government Center	Earlington Heights	Hialeah
Douglas Road	Overtown/Arena	Brownsville	Okeechobee
	Culmer	Miami International Airport	Palmetto

- 3) **Metromover** maintenance and repairs take place at the Joseph Bryant Metromover Maintenance Facility located in Downtown Miami. Following are the site addresses for the maintenance facilities:

**TABLE 2: Maintenance Facilities**

	Facility	Address
1	Central Bus Facility	3300 NW 32 <sup>nd</sup> Avenue
2	Coral Way Bus Facility	2775 SW 74 Avenue
3	Northeast Bus Facility	Northeast Bus Facility
4	William Lehman Center	6601 NW 72 <sup>nd</sup> Avenue
5	Joseph Bryant Metromover Maintenance Facility	100 SW 1 <sup>st</sup> Avenue

#### B. Metrorail Stations

The Metrorail is a 22.4 mile elevated, heavy rail service with 23 passenger stations, and parking facilities. Metrorail services approximately 1,450,000 patrons per month. Following are addresses for the 23 stations:

**TABLE 3: Metro Rail Stations**

	Station	Address
1	Allapattah	3501 NW 12 <sup>th</sup> Avenue
2	Brickell	1001 SW 1 <sup>st</sup> Avenue

3	Brownsville	5200 NW 27 <sup>th</sup> Avenue
4	Civic Center	1501 NW 12 <sup>th</sup> Avenue
5	Coconut Grove	2780 SW 27 <sup>th</sup> Avenue
6	Culmer	710 NW 11 Street
7	Dadeland North	8340 South Dixie Hwy
8	Dadeland South	9150 Dadeland Blvd.
9	Douglas Road	111 Ruiz Avenue
10	Earlington Heights	2100 NW 41 <sup>st</sup> Street
11	Government Center	101 NW 1 <sup>st</sup> Street
12	Hialeah	113 E. 21 <sup>st</sup> Street
13	Martin Luther King Jr.	6205 NW 27 <sup>th</sup> Avenue
14	Miami International Airport	3814 NW 25 Street
15	Northside	3150 NW 79 <sup>th</sup> Street
16	Okeechobee	2005 W. Okeechobee Road
17	Overtown	100 NW 6 <sup>th</sup> Street
18	Palmetto	7701 NW 79 <sup>th</sup> Avenue
19	Santa Clara	2050 NW 12 <sup>th</sup> Avenue
20	South Miami	5949 Sunset Drive
21	Tri-Rail	1125 E. 25 <sup>th</sup> Street
22	University	5500 Ponce de Leon Blvd
23	Vizcaya	3201 SW 1 <sup>st</sup> Avenue

### C. Metrorail Parking Facilities

Following are addresses for the Metrorail parking facilities:

	<b>Facility</b>	<b>Address</b>
1	Dadeland North Garage	8340 South Dixie Hwy
2	Dadeland South Surface Parking Lot	9150 Dadeland Blvd.
3	South Miami Garage	5949 Sunset Drive
4	University Surface Parking Lot	5500 Ponce de Leon Blvd
5	Earlington Heights Parking Garage	2100 NW 41 <sup>st</sup> Street
6	Hialeah Surface Parking Lot	113 E. 21 <sup>st</sup> Street
7	Martin Luther King, Jr. Parking Garage	6205 NW 27 <sup>th</sup> Avenue
8	Palmetto Surface Parking Lot	7701 NW 79 <sup>th</sup> Avenue
9	Okeechobee Garage and Surface Parking Lot	2005 W. Okeechobee Road

### D. Metromover Stations

Following are addresses for the Metromover stations:

	<b>Station</b>	<b>Address</b>
1	Wilke D. Ferguson, Jr.	90 NW 5 <sup>th</sup> Street
2	Bayfront Park	150 Biscayne Blvd.
3	Bicentennial Park	1191 Biscayne Blvd.
4	Brickell	1200 SW 1 <sup>st</sup> Avenue
5	College North	100 NE 5 <sup>th</sup> Street
6	College/Bayside	225 NE 3 <sup>rd</sup> Street
7	Eighth Street	59 SE 8 <sup>th</sup> Street
8	Eleventh Street	1098 NE 2 <sup>nd</sup> Avenue
9	Fifth Street	35 SE 5 <sup>th</sup> Street
10	Financial District	50 SE 14 <sup>th</sup> Street
11	First Street	225 NE 1 <sup>st</sup> Street
12	Freedom Tower	600 NE 2 <sup>nd</sup> Avenue
13	Government Center	101 NW 1 <sup>st</sup> Street
14	Knight Center	100 SE 2 <sup>nd</sup> Street
15	Miami Avenue	90 South Miami Avenue
16	Adrienne Arsht	1455 Biscayne Blvd.

17	Park West	800 NE 2 <sup>nd</sup> Avenue
18	Riverwalk	88 SE 4 <sup>th</sup> Street
19	School Board	50 NE 15 <sup>th</sup> Street
20	Tenth Street/Promenade	1011 NE 1 <sup>st</sup> Avenue
21	Third Street	250 South Miami Avenue

**E. Bus Park and Ride Locations**

Parking/Park and Ride Facilities are located throughout the County where MDT passengers park their personal vehicles and transfer to MDT buses. Following are the Bus Park and Ride locations:

Facilities		Address
1	Park & Ride Lot 152 <sup>nd</sup> Street	SW 152 Street/South Dixie (US1)
2	Park & Ride Lot 168 <sup>th</sup> Street	SW 168 Street/South Dixie (US1)
3	208 Street Park & Ride Lot	SW 200 Street/South Dixie (US1)
4	Park & Ride Lot 112 Avenue/Busway	SW 112 Avenue/ South Dixie (US1)
5	Golden Glades Park & Ride Facility	NW 159 Street/NW 2 Avenue

**F. Treasury Services**

Site	Address
Miscellaneous MDT Services	111 NW 1 Street

Note: Facilities may be added or deleted at the option of the County. The County may delete/amend service at any facility when such service is no longer required, upon three (3) calendar days written notice to the selected Proposer.

**2.3 Minimum Qualification Requirement**

The minimum qualification requirement for this Solicitation is that the Proposer shall have a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, as of the proposal due date. The selected Proposer shall maintain this qualification during the term of the contract, including extensions and renewals thereof.

**2.4 Requirements And Services To Be Provided**

The selected Proposer shall provide all items to provide the service including number of security personnel, uniforms, equipment and vehicles, for the specified schedules at each location as further specified in Attachment 4. Location and Schedule Requirements. The selected Proposer shall provide, in all instances as required by the County within the scope of this solicitation, personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the County.

**A. Notice-To-Proceed Requirements**

After the contract is executed, MDT will issue a Notice-To-Proceed (NTP), if the selected Proposer has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof. The County reserves the right to terminate the contract if these requirements are not met within thirty days of contract execution. The selected Proposer shall commence work upon issuance of a NTP by the County.

The selected Proposer shall:

- 1) Meet the Performance Bond requirements as specified in Section 1.9 B of the Solicitation and Article 11 of the Agreement.
- 2) Meet the requirements of the Central Dispatch Center as specified in Section 2.18.
- 3) Meet the insurance requirements as specified in Article 10 of the Agreement.
- 4) Provide all necessary licenses and certificates for selected Proposer. Additionally provide personnel files, and all necessary permits, licenses and certificates for the selected Proposer's Project Manager and all personnel that will be assigned to the Contract, verifying compliance with

all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 2.6. The County Contract Administrator or designee reserves the right to interview and approve all security personnel assigned to the contract.

- 5) Hold a radio license, issued by the Federal Communications Commission (FCC), which permits radio operations/coverage in the County. Two-way radio coverage shall cover the entire County.
- 6) Have a communication system that meets the requirements as specified in Section 2.20. This criteria and all other facets of the selected Proposer's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Contract Administrator or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued.
- 7) Provide a Quality Assurance Plan (QAP) with the proposal, as specified in Section 2.27 B, to assure that the requirements of the Services are met. The QAP shall be approved by the County Contract Administrator before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Contract Administrator or designee, for approval, as they are made.
- 8) Immediately after the award of the contract and prior to the NTP, the selected Proposer shall conduct an on-site and in-depth review, with the County Contract Administrator, of the total contract requirements.
- 9) Meet with County Contract Administrator to have post orders approved (refer to Section 2.8)
- 10) Provide applicable training to security personnel, assigned to the contract, as specified in Section 2.6 (C). The selected Proposer shall provide a copy of the proposed course(s) of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date.
- 11) Ensure that all personnel assigned to the Contract are approved by the County Contract Administrator, prior to said personnel's assignment to a County facility.

#### **B. General Requirements**

The selected Proposer shall:

- 1) Furnish management, supervision, security personnel, dispatch personnel, equipment, supplies, etc. necessary to provide security services.
- 2) Provide armed security officers at each designated facility specified in Section 2.2. Refer to Section 2.7 for specific tasks and responsibilities of all personnel. The number of personnel and hours of service required will solely be specified by the County Contract Administrator or designee, to the selected Proposer, throughout the term of the contract. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, may be required by the County.
- 3) Ensure that at all times while in uniform, all selected Proposer's personnel shall be fully equipped and wearing complete County-approved uniforms. Refer to Section 2.22 for Uniform and Equipment requirements. The cost of uniforms and other equipment shall be the responsibility of the selected Proposer.
- 4) Ensure that all security personnel have access to the post Orders at each facility. Refer to Section 2.8 for more specific information on Post Orders.
- 5) Provide training for each employee performing security services, as specified in Section 2.6.C. Employee orientation, site orientation, and safety trainings shall take place prior to the security officer commencing the services required herein.
- 6) Provide a Project Manager or Point of Contact to be assigned to the contract. Refer to Section 2.6.B for the Project Manager's requirements and qualifications, and Section 2.7 A, for specific tasks and responsibilities.
- 7) Provide the following documents as specified in Section \_\_\_\_\_ for each security officer assigned to the contract, prior commencement of work by the security officer/personnel under the contract.
  - a) Urinalysis reports (performed by outside agency within preceding 60 days)
  - b) Medical examination reports (dated within preceding 60 days)
  - c) Applicable training completion/test results and applicable certifications
  - d) Proof of minimum education/License requirements
  - e) Licenses
  - f) Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
  - g) Proof of citizenship or work permit or INS I-9 certification

- 8) Provide all working materials necessary for proper performance, as specified in Section 2.19, including, but not limited to, bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Proposer shall, at no charge to the County, supply these materials, unless otherwise specified by the County Contract Administrator or designee.

## **2.5 Personnel Requirements and Qualifications**

The selected Proposer shall provide appropriately equipped and trained personnel according to the specified eligibility criteria established herein Section 2.6, Personnel Requirements and Qualifications. The selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property throughout MDT's maintenance facilities, Metrorail and Metromover stations, bus yards, and park and ride locations. 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 shall be liable for losses; potential losses or damages arising from the actions of its personnel.

All licenses, certifications and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation, including any extensions or renewals thereof. All personnel employed by the selected Proposer shall keep active, and possess at all times while on duty, those professional, licenses or certificates as required by the Florida State Statute. Supervisors and Officers shall not provide services to the County if they are in possession of expired licenses or renewal certificates indicating that their expired license is being processed for renewal by the State. The County reserves the right to interview and approve any personnel. The selected Proposer shall assume all costs associated with complying with the personnel requirements, including but not limited to: recruiting, screening, medical examinations, and background checks.

### **A. Minimum Requirements of all Personnel**

All levels of security personnel, at a minimum, shall meet the requirements listed below.

- 1) Citizenship Status: Shall be citizens of the United States of America, or aliens who have been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-551, or who present other evidence from the Immigration and Naturalization Service that employment will not affect immigration status. Acceptable evidence shall consist of a birth certificate, or appropriate naturalization or residency documentation.
- 2) Shall be at least 19 years of age.
- 3) Proficiency in the English Language: Shall be able to communicate (verbally and in writing) in English. Shall be fully literate in the English language (able to read, write, speak, understand, and be understood). Verbal commands in English must be sufficient to permit full communication, even in times of stress.
- 4) Medical Test and Health Requirements: Shall successfully complete a medical examination performed by a licensed physician prior to duty assignment, and when required for reasonable cause by the County. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, and speech. Test shall include a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications, testing shall be in compliance with 49 CFR P655 and 40as specified by the Federal Transit Administration (FTA) of the US Department of Transportation (DOT).
- 5) Criminal Background Checks: Shall pass the FDLE and NCIC (National Crime Information Center) background check in accordance with Florida Statute 311.12. The selected proposer shall assume all costs for the background checks.
- 6) The County reserves the right to require any of the selected Proposers personnel providing services to the County to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee as permitted by law. The selected Proposer shall pay the costs for the examination and the County shall not be billed for said examination. If an employee refuses to submit to the examination or fails the examination, that employee shall not provide service to the County under this contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible, but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

**B. Specific Personnel Requirements****1) Security Officer**

Security officers include: a) armed rail patrol, b) armed Metromover rovers, c) armed Tango (park and ride rovers) units, d) officers in parking facilities, and e) armed school patrol. In addition to the minimum requirements specified in Section 2.6.A above, armed security officers shall meet the following requirements:

- a) Have a valid Class "D" license from the Florida Department of Agriculture and Consumer Services Licensing Division.
- b) Have a valid Firearms ("G") license and a 12-gauge pump action shotgun waiver, as issued by the Florida Department of Agriculture and Consumer Services Licensing Division.
- c) Have a valid State of Florida Driver's license.
- d) Have a minimum of three (3) years of experience as a:
  - i. full-time sworn civilian police officer, or
  - ii. military police officer, career military, or
  - iii. correctional officer (sworn with powers of arrest, or
  - iv. armed security officer.

**2) Security Supervisor**

Security supervisors include: a) shift supervisor, b) sector supervisor, c) Metromover supervisor, d) Miami International Airport Station Supervisor, e) facilities supervisor, and f) revenue supervisor. In addition to the minimum requirements specified in Section 2.6.A armed security supervisor shall meet the following requirements:

- a) Have a valid Class "D" license from the Florida Department of Agriculture and Consumer Services Licensing Division.
- b) Have a valid Firearms ("G") license and a 12-gauge pump action shotgun waiver, as issued by the Florida Department of Agriculture and Consumer Services Licensing Division.
- c) Have a valid State of Florida Driver's license.
- d) Shall have at least one (1) year of experience as a security personnel supervisor.
- e) Have a Bachelor's degree from a United States accredited institution; OR
- f) Have a minimum of three (3) years of experience as a:
  - i. full-time sworn civilian police officer, or
  - ii. military police officer, career military, or
  - iii. correctional officer (sworn with powers of arrest, or
  - iv. armed security officer

**3) Project Manager/Point of Contact**

In addition to the minimum requirements specified in Section 2.6.A, the Project Manager shall meet the following requirements:

- a) Have a valid "MB"/"M" (Manager of a Security Agency) from the Florida Department of Agriculture and Consumer Services Licensing Division.
- b) Have a valid State of Florida Driver's license.
- c) Have a high school diploma or a GED **and** a minimum of three (3) years of experience in the management and operation of security or police services within past five (5) years, OR
- d) Have a bachelor's degree and a minimum of two (2) years of experience in the management and operations of security services within past five (5) years.

**4) Crime Analyst**

In addition to the minimum requirements specified in Section 2.6.A, the crime analyst shall meet the following requirements:

- a) Have a minimum of three (3) years of experience compiling, managing, and analyzing computer data, preparing ad-hoc statistical reports, and handling database applications (including design). Knowledge of Uniform Crime Reporting is preferred.
- b) Have a valid State of Florida Driver's license.

5) **Dispatcher**

In addition to the minimum requirements specified in Section 2.6.A, the dispatcher shall meet the following requirements:

- a) Have a High school diploma or G.E.D.
- b) Have a minimum of two (2) years of customer service experience, or as a dispatcher in transit security, law enforcement, or military operations.

Notes:

- a) All foreign or unverifiable diplomas shall be converted to the United States equivalent by an agency approved by the County Contract Administrator or designee;
- b) The County may reject any proposed security officer as deemed in the County's best interest. At the discretion of the County Contract Administrator or designee the County reserves the right to relieve from a duty assignment and/or bar the selected Proposers employee from further service under the Contract.
- c) Selected Proposer's personnel shall be considered ineligible to provide services to the County if he/she currently or in the past has had:
  - 1) A Felony, Sexual or Domestic Violence conviction.
  - 2) Been discharged from the Military under any conditions other than Honorable.
  - 3) Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*

**C. Training Requirements**

Training shall be administered (e.g., taught, presented) by persons who have been expressly approved by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the County Contract Administrator or designee prior to the training for approval. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate all training.

The selected Proposer shall ensure that the following trainings are provided to all personnel:

1) **Employee Orientation Training**

MDT will administer a mandatory Employee Orientation Program for the selected Proposer's personnel assigned to the Contract. The duration and content of the training will be solely determined by the County Contract Administrator or designee.

2) **Site Orientation Training for Security Personnel**

The selected Proposer shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a selected Proposer's identified trainer(s), or selected Proposers Security Supervisor(s). Trainees shall not be in an "active duty" status and may not be placed on duty at any site until the training has been completed. This site orientation training shall be conducted at each individual site to which the security officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County Contract Administrator or designee shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following topic, but is not limited to:

- a) General and specific post orders for the facility,
- b) Policy and specific procedures for responding to emergency alarms, threats of sabotage, fires, incendiary devices, track emergencies, and suspicious packages,
- c) Procedures for access control, trespass, and policy on fare media and station entry,
- d) Operation of the security system within the facility, and
- e) Operation of the station's Emergency Trip Station (ETS), fire suppression equipment and alarms.

3) **MDT Safety Training**

MDT will provide a mandatory Metrorail and Metromover safety training. All personnel assigned to the contract shall attend and successfully complete the Safety Training Course. No employee shall be allowed to commence service until this course is completed and documentation acknowledging successful completion is provided to the County's Contract Administrator or designee.

4) **Additional Training For All Security Personnel**

The selected Proposer shall provide training to all security personnel to include, but not limited to, the following topics.

- a) Overview of the County contract
- b) Basic first aid and CPR
- c) Professionalism, Courtesy
- d) Customer Service
- e) Post Duties and Responsibilities
- f) Shift Work and Sleep Adjustment
- g) American's with Disabilities Act (ADA) Compliance
- h) Legal aspects of the job including authority, authority to detain, powers of arrest, preservation of evidence, courtroom testimony, etc.
- i) Miami-Dade County Code, Chapter 30B, Transit Agency Rules and Regulations
- j) Legal Issues concerning criminal activity, search and seizure, misdemeanors and felonies
- k) Professional Communications (Written and Oral) with the public, media, and County administration
- l) Report writing
- m) Two-Way Radio Communications
- n) Telephone Communication
- o) Patrolling techniques
- p) Accident prevention
- q) Reporting breaches/vulnerabilities in safety and security
- r) Tourist Assistance
- s) Conflict management
- t) Interpersonal Skills and Human Relations
- u) Crime Prevention Strategies
- v) Crowd and Traffic Control
- w) Bomb Threats and Weapons of Mass Destruction
- x) Behavioral recognition
- y) Special Events
- z) Vehicle Safety
- aa) Overview of the County's Transit System including routes, fare structure, fare collection and associated systems, stations, etc.
- bb) Route information
- cc) Central Control (Metrobus, Metrorail, and Metromover)

5) **Fire Arms and Weapons Training (MDT to provide statute)**

Armed personnel shall receive fire arms and weapons training from a Firearms instructor certified by the State of Florida and in possession of current active Florida State issued Class "K" license. The Fire Arms training shall include, at a minimum: a) use of a semi-automatic handgun; b) Armament Systems and Procedures Inc. (ASP); c) handcuffs; and d) unarmed combat. Dangers and liabilities

involved for each weapon shall be covered in the training. Each trainee must be certified as skilled and knowledgeable in each aspect before serving on active duty status on the County contract.

Armed Officers shall also receive training in the proficient use of a 12-gauge pump action shotgun, based on minimum qualification standards established for police officers by the Florida Criminal Justice Standards and Training Commission. The selected Proposer shall maintain records for each employee required to carry the shotgun, which will be subject to immediate inspection by the County contract administrator or designee, on an as needed basis.

#### 6) **Specific Training For Project Manager, Supervisors and Dispatchers**

In addition to the training provided to all security personnel, the selected Proposer shall provide to the project manager, supervisors and dispatcher's specific training as outlined below. Documentation/proof of completion of the specific training shall be provided to the County Contract Administrator or designee.

Specific training for the below listed personnel shall include, but are not limited to:

##### a) **Project Manager and Supervisors**

- i. Supervisory responsibilities
- ii. Training skill development
- iii. Leadership development
- iv. Authority and control
- v. Effective communication
- vi. Handling complaints and grievances
- vii. Management skills for supervisory personnel
- viii. Time management
- ix. Motivation
- x. Ethics Training

##### b) **Dispatchers:**

- i. Use of radio, console, and telephone
- ii. Use of Q codes and radio signal codes
- iii. Computer Log

#### 7) **Evaluation of Training**

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the selected Proposer to its 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 retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to the personnel assigned to the contract. Any changes to the training provided by the selected Proposer shall be reviewed and approved by the County Contract Administrator or designee.

The County Contract Administrator reserves the right to request job enrichment training for some or all employees of the selected Proposer. The training curriculum and length will be determined by the County Contract Administrator or designee at a later date.

#### 2.6 **Specific Tasks and Responsibilities**

Specific tasks, responsibilities or requirements may vary from facility to facility. The work performed under the contract will require frequent and prolonged walking and standing. Occasionally, security personnel may be required to subdue violent persons. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the contract. In addition, all personnel shall possess good human relations skills. The specific tasks expected by the County shall be performed by personnel employed by the selected Proposer to provide services to the County, and include, but are not limited to, the following personnel:

**A. Project Manager/Point of Contact**

The selected Proposer shall provide a full-time Project Manager to provide services to the County. The selected Proposer shall provide a local telephone and cellular number(s) where the selected Proposer's Project Manager may be reached 24 hours a day, 7 days a week, on a year-round basis. An answering service or answering machine is not acceptable.

The Project Manager shall:

- 1) Manage and coordinate all contract operations, coordinate reports, and act as the primary point of contact with the County.
- 2) Have full authority to act for the selected Proposer on all matters related to the daily operations.
- 3) Perform internal audits of procedures and policies.
- 4) Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
- 5) Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
- 6) Ensure that all personnel are properly trained prior to being assigned to a facility/post
- 7) Ensure that there are sufficient cross-trained staff for backups and replacement
- 8) Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- 9) Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

**B. Security Officers:**

In addition to the responsibilities below, the Armed Security Officer shall maintain a professional atmosphere, and law and order, within areas of assignment:

- 1) Report to work on time and remain on duty until relieved
- 2) Maintain good personal and uniform appearance; is courteous to the public and County personnel at all times. Shall not conduct any personal activity, which detracts from a professional image.
- 3) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts, which are injurious to others or to property.
- 4) Intervene to terminate acts injurious or potentially injurious to persons or property, and detain individuals for further investigation or arrest where circumstances and conditions warrant, as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)..
- 5) Patrol facilities/locations, in accordance with routes and schedules established in the Post Orders.
- 6) Raise and lower flags at designated times.
- 7) Verify the security of safes and other areas where equipment or materials of value are stored.
- 8) Lock and unlock gates and doors at designated times.
- 9) Turn up lighting at the beginning of each business day to permit ingress of employees, vendors and authorized personnel, reduces and/or turns off lighting as required.
- 10) Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- 11) Notify appropriate personnel (i.e. Central Control, police authorities, CCA) of any activity which is criminal in nature or suspected of being criminal in nature.
- 12) Respond to reports of sick or injured patrons, visitors, or employees, render basic first aid, and notify supervisor and appropriate authorities, if further assistance is considered necessary or desirable.
- 13) Perform minor operations (e.g. repair stuck gate) and/or record data in connection with the operations of facility utility systems in log book or written incident report, when required by written instructions from the Facility Manager.
- 14) Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel of the facility.
- 15) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
- 16) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situation, and take action as prescribed in Post Orders and/or facility self-protection plans.

- 17) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
- 18) Detain within legal limits any individuals suspected of damaging property or injuring others, for further investigation or arrest by local law enforcement agency.
- 19) Operate a motor vehicle where required, to include County supplied motorized carts.
- 20) Maintain order and uses good judgment and discretion in handling unruly or trespassing public.
- 21) Maintain daily log and writes daily reports, incident reports, and non-employee injury reports.
- 22) Provide escort services, and assists other security personnel as required.
- 23) Follow Lost and Found procedures in a manner that allows the public to claim lost items.
- 24) Provide direction to other security personnel when such authority is delegated by Post Orders, their immediate supervisor, or the County Contract Administrator or designee.
- 25) Direct traffic, control parking, issue parking violation warnings as authorized by the County Contract Administrator or designee.
- 26) Be alert at all times and shall not:
  - a. Read newspapers, magazines, or other non-work materials while providing services to the County;
  - b. Utilize cellular phone except in the case of an emergency;
  - c. Utilize electronic devices such as portable music players, televisions, DVD or CD players, or any other unauthorized devices; and
  - d. Utilize any form of County property for personal use unless expressly approved by the County Contract Administrator or designee.

Note: Officers shall be held responsible for any of the above four violations, and Liquidated Damages/Infraction fees may be assessed.
- 27) Within legal limits of Florida State Statutes, conduct searches of individuals for weapons or contraband as authorized by the CCA.
- 28) Operate an entrance and control post. Officers shall operate and enforce a system of personnel identification cards and record names of all personnel wishing to enter a facility after normal working hours.
- 29) Safeguard and protect all existing structures, utilities, services, roads, trees, shrubbery, etc. against damage or from interrupted service.
- 30) Refuse acceptance of any mail or packages, unless with the written authorization from the County's Building Manager or facility contact person.
- 31) Communicate effectively with the public and County personnel.
- 32) Perform other duties as assigned.

### **C. Rail Patrol Personnel**

Rail Patrol personnel shall:

- 1) Perform active patrols inside of Metrorail vehicles engaged in revenue service. Patrols will consist of active and conspicuous patrolling of each Metrorail vehicle while it is in motion or berthed at a station.
- 2) Actively patrol while Metrorail vehicle is in motion. This shall be accomplished by walking through the bulk-head doors located at the end of each car. Upon reaching the final car, the officer shall repeat the patrol in the opposite direction. At no time shall any officer remain positioned in one vehicle unless it is to detain a suspect or remove a suspect from said vehicle.
- 3) Enforce all applicable federal, state, and local laws, including, but not limited to:
  - a. Asking passengers to remove their feet from seats,
  - b. Ensuring there is no smoking or loud music inside the moving Metrorail vehicle,
  - c. Remaining vigilant for criminal activity against passengers or county assets,
  - d. Detaining individuals committing criminal acts,
  - e. Remaining vigilant for suspicious packages or activities.
- 4) Upon reaching the Rail Patrols final sector station, the officer shall disembark and wait for a Metrorail train traveling in the opposite direction. Upon the train's arrival, officer shall board and repeat Steps 1 through 3 above. While waiting for the train, the office shall patrol the platform and follow Step 3 above. Rail Patrol Sectors and/or patrol assignments will be determined by MDT, and are subject to change.

Note: Nothing in the preceding Section should be interpreted as to preclude a Rail Patrol officer from assisting with an incident elsewhere in the system.

#### **D. School Patrol Personnel**

School Patrol personnel shall:

- 1) Monitor activities at specific stations on the platform during school days.
- 2) Schedule of school patrols to coincide with the Miami-Dade County Public School's calendar, for days of assignments. Patrols usually take place from 1445 hours to 1645 hours, at locations to be determined by MDT.
- 3) Enforce all applicable federal, state, and local laws, including, but not limited to:
  - a. Ensuring crowds keep away from the platform edge and off from the yellow platform tile, until the Metrorail train has entered and berthed safely at the station,
  - b. Asking passengers to sit on the platform benches and not lie prone,
  - c. Ensuring there is no smoking or loud music on the platform,
  - d. Remaining vigilant for criminal activity against passengers or county assets,
  - e. Detaining individuals committing criminal acts, and
  - f. Remaining vigilant for suspicious packages or activities.
- 4) Patrol the platform at the specific station.

Note: Nothing in the preceding Section should be interpreted as to preclude a School Patrol officer from assisting with an incident elsewhere at the station.

#### **E. Park and Ride Lot Security Officers**

Park and Ride Lot Security Officers shall:

- 1) Secure the safety and security of patrons utilizing MDT's parking facilities and their vehicles;
- 2) Depending on the size and/complexity of the parking facility, patrol facility by motorized vehicle, gasoline powered golf cart, or on foot;
- 3) Enforce all applicable federal, state, and local laws, including, but not limited to:
  - a. Ensuring patrons using the facility are safe while walking to buses or trains;
  - b. Asking loiterers to leave the premises;
  - c. Watching and mitigating potential acts of vandalism or theft of vehicles;
  - d. Reporting abandoned or suspicious vehicles to Sector Supervisors;
  - e. Ensuring there is no removal of vehicles without proper documentation;
  - f. Remaining vigilant for criminal activity against passengers, passenger assets, or county assets;
  - g. Detaining individuals committing criminal acts, and
  - h. Remaining vigilant for suspicious packages or activities.

#### **F. Metromover Patrol Personnel**

Metromover Patrol Personnel shall:

- 1) Perform active patrols inside of Metromover vehicles engaged in revenue service. Patrol will consist of active and conspicuous patrolling of each Metromover vehicle while it is in motion or berthed at a station.
- 2) Actively patrol while Metromover vehicle is in motion is to be accomplished by standing in the Metromover vehicle while it is in motion and ensuring no untoward activity is taking place. Upon arrival at each station, the Metromover patrol shall observe the platform and ensure no untoward activity is taking place.
- 3) Patrol the platform, ground level, and any other levels as required to mitigate acts of crime against patrons or county property.
- 4) Enforce all applicable federal, state, and local laws, including, but not limited to:
  - a. Asking passengers to remove their feet from seats;
  - b. Ensuring there is no eating, smoking or loud music inside the moving Metromover vehicle;
  - c. Remaining vigilant for criminal activity against passengers or County assets;

- d. Detaining individuals committing criminal acts; e) remain vigilant for suspicious packages or activities.
- 5) Upon reaching the Metromover Patrol's final sector station, the Metromover Patrol officer shall disembark and wait for a Metromover vehicle traveling in the opposite direction. Upon the Metromover car's arrival, officer shall board and repeat Steps 1 through 3 noted above. While waiting for the Metromover conveyance, the officer shall patrol the platform and follow Step 3 above. Metromover Patrol Sectors and/or patrol assignments will be determined by MDT and is subject to change.

Note: Nothing in the preceding Section should be interpreted as to preclude a School Patrol officer from assisting with an incident elsewhere at the station.

### **G. Sector Supervisors**

Metrorail security is divided into (4) four security sectors as specified in the table below. The selected Proposer shall provide one armed supervisor for each of the four Metrorail sectors, who shall be responsible for the oversight of that sector. Similar supervisory level position shall be provided for Metromover. Supervisors shall be primarily assigned as sector supervisors or shift supervisors.

The level of supervision provided by the selected Proposer shall be sufficient to visit each on-duty post twice per shift. The County estimates that the selected Proposer's supervisory staff can adequately supervise the Metromover and Metrorail posts with minimum of six supervisors: five (5) supervisors for Metrorail, and one (1) supervisor for Metromover.

Sector Supervisors shall:

- 1) Respond to on-site emergencies.
- 2) Respond to incidents or unusual occurrence, as requested by the County Contract Administrator or designee.
- 3) Make on-site inspections, answer questions, and offer advice on a 24-hour per day basis, when security officers are on duty.
- 4) Provide technical and administrative advice on each shift.
- 5) Ensure proper assignment coverage. If a post cannot be covered, the selected Proposer must immediately notify the MDT Office of Safety and Security.
- 6) Provides on-the-job training to each officer until assignment is fully understood, and prior to placing said individual on the assignment.
- 7) Provide direction, follow-up training, and instructions to posted and/or patrolling security officers by making rounds and observing officers in the performance of their duties for each shift.
- 8) Call attention of subordinates to any deviations from acceptable practices and procedures. Instruct security officers in proper methods, and explain conditions under which deviations are permissible. All deviations must be referred to the Contractor's Project Manager. In addition, said deviations and corrective actions taken are to be recorded in post logbook.
- 9) Respond to request of subordinates for assistance.
- 10) Exercise leadership ability.
- 11) Maintain good personal appearance.
- 12) Update and explain post procedures.
- 13) Have working knowledge of radio procedures, codes, and is able to train security officers in the same.
- 14) Drive a motor vehicle as required.
- 15) Conduct internal investigations.
- 16) Complete all necessary reports specified in the contract. The original completed report must be forwarded to MDT Office of Safety and Security.
- 17) Review, correct, and approve subordinates' reports.
- 18) Have knowledge of local jurisdictions and who to call when incidents occur.

- 19) Have a working knowledge of each assignment covered by the selected Proposer and shall train newly assigned officers on assignments.
- 20) Maintain facility log books at each facility.
- 21) Is properly equipped, in proper uniform, and be able and qualified to provide temporary coverage of vacant posts for absent security officers or as requested by County staff, not to exceed three (3) hours.
- 22) Ensure that posted and/or patrolling security personnel have materials, uniforms, and equipment sufficient to perform required duties and which meet contract standards for completeness, condition, and appearance.

#### **H. Shift Supervisors**

The selected Proposer shall provide shift supervision for active, on-duty supervision for every shift covered by the selected Proposer on a 24-hour per day, seven days per week basis. These shift supervisors shall be armed and equipped with vehicles. The shift supervisors shall make unannounced inspections a minimum of twice per shift to answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as required by the County. Only one (1) shift supervisor will be required per shift. All personnel, excluding Project Manager and Crime Analyst, shall report to the Shift Supervisor.

#### **I. Crime Analyst**

The selected Proposer shall provide a full time Crime Analyst to compile criminal statistics to an electronic database and analyze crime trends. Specifically, the crime analyst is responsible for monthly generation of crime statistics reports and the reporting of crime trends to MDT's management in a timely manner to effect proactive prevention of criminal activity. This individual is also responsible for generating other MDT reports such as MDT bus incident reports and MDT Maintenance Repair Reports.

The Crime Analyst must be able to accomplish the following:

- 1) Identify evolving or existent crime patterns and series.
- 2) Forecast future crime trends.
- 3) Perform target profile analyses.
- 4) Provide data to support departmental planning activities.
- 5) Use of methods, practices and procedures involved in processing and maintaining Uniform Crime Reporting Statistics.
- 6) Prepare and conduct presentations of statistical reports to staff and internal forums.

#### **J. Dispatcher**

The dispatch function shall be performed 24 hours every day without exception. Dispatchers are responsible for working rotating shift schedules and operating two-way radio transmitting equipment to dispatch and communicate with security officers responsible for securing MDT facilities and operations. Duties include relaying orders and information to and from security personnel in the field, managing radio traffic, and operating computer and telecommunications equipment. Work is performed in accordance with prescribed dispatch procedures and within the scope of Federal Communications Commission regulations and MDT orders. Supervision is received from a shift supervisor who confers on difficult or unusual problems and reviews work for conformance with established procedures. The dispatcher must have the ability to make swift, logical decisions, and judgments under stressful situations. The dispatcher performs related work as required by the selected Proposer and MDT. Work may include, but not limited to the following:

- 1) Receive calls for service from security personnel in the field via two-way radio.
- 2) Coordinate the direction and placement of field units to strategic locations for critical incidents and to prevent and/or mitigate loss of life or injury.
- 3) Prioritize calls for service; selectively assigning and dispatching of additional security units and/or supervisor's non-emergency calls via radio communication using the assigned talk groups while monitoring the safety status of all field units.
- 4) Coordinate the movement of multiple security personnel engaged in pursuit tactics or responding to life or death situations.

- 5) Operate a computer based 700/800 MHz trunked radio system console to control talk groups and or conventional channels.
- 6) Coordinate multiple tasks simultaneously, using judgment to make operational decisions based on information regarding available personnel.
- 7) Maintain detailed knowledge and records of BOLO (Be On the Lookout For) information, Trespass Warning's, and the diversified configurations of daily personnel work schedules, court times, assigned areas of special patrols and responsibilities, and procedural differentiation's for each MDT location.
- 8) Perform Radio Checks with field personnel to ensure presence and attention.
- 9) Perform minor maintenance tasks associated with the position, for example, resetting computerized dispatch systems, preparing malfunction reports for radio frequency or equipment repairs.
- 10) Answer telephone calls for the dedicated TRANSITWATCH line and coordinates response with security personnel.
- 11) Monitor Closed Circuit Television (CCTV) to identify areas of concern and direct security/response personnel to mitigate.

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### 2.7 Post Orders

Post Orders define the basic work to be performed by Security Officers at the facilities. Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security Officers 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 shift. The County will provide generic Post Orders to the selected Proposer. The selected Proposer shall:

- a) Meet with the County Contract Administrator to develop site-specific Post Orders. These site-specific Post Orders shall be approved by the County Contract Administrator before the Contract start date.
- b) Prepare, reproduce, disseminate and maintain the Post Orders at no expense to the County.
- c) Assure that yearly updated copies are available at all times for the duration of Contract including any extensions or renewals thereof.
- d) Emphasize to its personnel, assigned to provide services to the County, that general orders to "Protect the General Public, County Personnel and Property" supersede all Post Orders.
- e) Check each post periodically for updated Post Orders.

Post Orders may include, but are not limited to, the following:

- 1) Facility/Building information (e.g., operating hours, chain of command)
- 2) Building rules and regulations
- 3) Operation of equipment
- 4) Roving patrol routes, schedules, and duties
- 5) Vehicular traffic control
- 6) Access control procedures
- 7) Emergency response procedures
- 8) Security and fire control/alarm systems
- 9) Hazardous conditions, inspection/reporting
- 10) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- 11) Procedures for raising, lowering, and half-mast U.S. and other flags
- 12) Safeguarding persons and property
- 13) Minimum number of hours for site orientation training

### 2.8 Security Officer Rotation

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

## **2.9 Relief/Break Periods**

The selected Proposer shall a) ensure that 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; b) provide breaks as required by Federal and Florida State law, at no cost to the County; and c) ensure that security officers remain at their assigned post until they are relieved for the break period. Any violation of this procedure may result in liquidated damages or a non-performance being issued.

## **2.10 Emergencies**

During emergency operations, which may include, but are not limited to hurricanes, floods, other acts of nature, civil unrest, acts of terrorism, security officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to the County for such diversion, and the selected Proposer will not be penalized by the County for the normal daily work not completed due to any emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility post orders or emergency procedures. The County will notify the selected Proposer if and when to suspend scheduled service for the duration of such emergency. The selected Proposer shall make available to the County, all vehicles, equipment, officers and supervisory resources, allocated to this contract, for emergency purposes upon notification by the County. The selected Proposer shall be responsible for structuring work rules in order to ensure that employees report to work, or in the event that they are already at work, continue to perform their duties for emergency related operations as directed by the County. Compensation for expenses incurred during the emergency for additional posts beyond those established immediately prior to the emergency will be reimbursed by the County.

## **2.11 Change In Assignment**

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to the existing service. 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.

## **2.12 Removal or Approval of Personnel**

The County Contract Administrator or designee:

- a) Will approve all selected Proposer's personnel assigned to the Contract prior to the personnel's assignment to a County facility.
- b) Reserves the right to interview any prospective personnel of the selected Proposer prior to the employee being assigned to a County post.
- c) May reject any existing or proposed selected Proposer's personnel under the contract, as deemed in the County's best interest.
- d) Reserves the right to have the selected Proposer relieve any employee of the selected Proposer from a duty assignment, and/or bar the employee from further service under the Contract.

## **2.13 Additional Work And Investigative Services**

The County may make changes to service levels and schedules, and may make special-order assignments, which may result in additions, reductions or deletions to the amount, type or value of the services required. Any such special assignments shall be known as "Additional Services or Extra Work". It is understood and agreed by the selected Proposer that the amount to be paid by the County for Additional Services shall be computed on the basis of the existing contract prices. No Additional Services shall be performed except as pursuant to written orders of the County Contract Administrator expressly identifying the work as an additional service.

Investigative services requested by the County may include video or still photographic documentation of suspected incidents of criminal activity, field observation and/or written documentation of employees theft, dishonesty, drug and substance abuse, sexual harassment, covert placement of individuals posing as employees to gather information on workplace problems, and a variety of other work place and employee related issues.

Upon the County's request for additional work or investigative services, the County shall prepare a scope of work and the selected Proposer shall submit a cost proposal including all costs related to furnishing the additional services or investigative services. Thereafter, the County Contract Administrator and the selected Proposer shall agree to a not-to-exceed number of hours and cost for the requested extra work or investigative services. In no event shall the selected Proposer perform any extra work or investigative services unless the County issues a written notice to the selected Proposer to proceed with the work or investigative services.

#### **2.14 Inability or Refusal To Provide Additional Requested Service**

The selected Proposer shall provide additional services when requested, however, if the selected Proposer is unable to provide these additional services, the selected Proposer 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 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 above and beyond the quoted billing rate approved at the time of inability or refusal shall be the responsibility of the selected Proposer. In addition, the selected Proposer may incur liquidated damages or infraction fees.

#### **2.15 Notice Of Extended Hours/New Assignments (Overtime)**

Coverage changes are frequent in security services, both in assigned hours of duty and work locations. The County will attempt to give the Proposer 12 hours of notice for coverage changes resulting in new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first 12 hours of the new assignment. In consideration of this overtime coverage, the selected Proposer shall provide a Security Officer within four (4) hours' notice. Failure to provide the extended services may result in liquidated damages and/or a vendor non-performance being issued.

Note: As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week, by an employee.

#### **2.16 Limitation On Employee-Hours And Assignments**

Selected Proposers' personnel assigned to the Contract shall provide no more than sixteen (16) hours of service, including all break periods, in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator in emergency situations that are beyond the control of the selected Proposer (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual written waiver provided by the County Contract Administrator or designee.

#### **2.17 Central Dispatch Center (Center)**

The County will provide the selected Proposer with office space within the Stephen P. Clark Center, Metrorail Central Control, located at 111 NW 1 Street, 5<sup>th</sup> Floor, where the selected Proposer shall operate its Center. This requirement will not be waived. This Center shall be staffed by the selected Proposer 24 hours, 7 day per week, each calendar day of the year, unless authorized in writing by the County Contract Administrator or designee. All radio and telephone communication shall be received, transmitted, and addressed by the dispatch staff on duty. Substitutes, such as cellular phones, call forwarding to the main central dispatch telephone lines, mobile transmitters/receivers, and/or handheld radios shall not be accepted to satisfy this requirement. The Central Dispatch Center responsibilities shall not be outsourced (subcontracted) to another company unless approved in writing by the County Contract Administrator. Failure to comply with any of the requirements constitutes a material breach of the contract and may result in liquidated damages and/or a non-performance issued.

A. In addition to providing the space to operate the Center, the County will provide the following:

- 1) All telephone hardware devices
- 2) All telephone numbers
- 3) Facsimile lines
- 4) Office desks and chairs

- 5) One computer hardware system (desktop/laptop) to facilitate the viewing of MDT Closed Circuit Television (CCTV) systems.

B. The selected Proposer shall provide the following for the Center, at no cost to the County:

- 1) All computer hardware and necessary software application to perform dispatch and event logging/recording functions
- 2) All Log Books, Log Event Sheets, stationery, and required office supplies
- 3) Dispatch/Console radios (refer to Section 2.18 for requirements) at minimum, three head-sets to enable communication by the dispatch staff.
- 4) Network connectivity between the Center the selected Proposers on-site office at 111 NW 1 Street, 4th Floor. This connection will allow electronic communication between the selected Proposer's on-site management staff and the Center.
- 5) One color printer.

The selected Proposer's personnel available at the Center, shall have the ability and authority to take immediate action on behalf of the selected Proposer, and be able to make immediate contact with selected Proposers management staff. The Central Dispatch Center shall maintain a complete roster and schedules of all security personnel assigned to County posts.

### **2.18. Local Management Office**

The selected Proposer shall have and maintain, throughout the term of the contract, a local management office in Miami-Dade County. The County Contract Administrator or designee reserves the right to inspect this office at any time. All records pertaining to the administration and management of the Contract shall be maintained at local office and are subject to inspection by the County. The selected Proposer shall maintain, at minimum, the following records at the local office:

- 1) All financial records relating to the Contract, including: invoices, employee payroll records, associated back-up records, ledgers, etc.
- 2) FCC License
- 3) Log Books
- 4) Incident Reports, Accident Reports, Unusual Occurrence Reports
- 5) Quality Assurance Plan
- 6) Copies of all audits, internal investigations resulting from this Contract
- 7) Employee Personnel File: Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The selected Proposer shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed under a contract issued as a result of this RFP. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:
  - i. FDLE and NCIC background check
  - 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, as proof of completion of training
  - iv. Proof of education and experience
  - v. State Security Officer licenses "D" and "G"
  - 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 Drivers license
  - xi. A copy of a five (5) year Drivers history
  - xii. Proof of Citizenship, Resident Alien card or Work Permit
  - xiii. Any discipline given to the employee

## 2.19 Communication System

The selected Proposer shall have a communication system that meets or exceeds the requirements as specified below.

### A. Handheld Radios

The selected Proposer shall provide handheld radios to their on-duty personnel. Handheld radios need to meet one of the following two requirements: P25/EDACS 800 MHz trunked portable radio or P25/OpenSky 700/800 MHz trunked portable radio

### B. Dispatch/Console Radios

The selected Proposer shall provide dispatch/console radios to their on-duty dispatch personnel. These radios need to meet one of the following two requirements: P25/EDACS 800 MHz trunked portable, mobile or control station radio or P25/OpenSky 700/800 MHz trunked portable, mobile or control station radio.

### C. Quality of Radios

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

- 1) 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 this Solicitation
- 2) Have a sufficient number of spare radios, chargers, and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
- 3) Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the selected Proposer to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

### D. Radio Infrastructure

The selected Proposer is required to have the radios programmed by the County. The associated fees and processing for radio infrastructure are as follows:

- 1) Radio infrastructure yearly fee to operate on the radio system is approximately \$22 per month, per radio (dictated by the Miami-Dade County Budget Manual published on or about December/January of each year). This fee is charged to the selected Proposer at the beginning of each fiscal year (October 1) the radio is operational. The invoice will be sent in the month of November which will cover the cost for the entire year. This fee covers unlimited usage of the radio for operational purposes to provide the services required in this contract.
- 2) Radio programming fee is a one-time fee to initiate the radio to operate on the radio system. The radio needs to be brought to the Radio Shop located at 6010 SW 87 Avenue for this service to be provided. The shop hours of operation are 7:30am - 4:00pm Monday through Friday. The associated cost to program the radio is approximately \$75 per radio.

## 2.20 Biometric Time Keeping System

The selected Proposer, at its sole expense, shall install a biometric time-keeping system at each MDT post of assignment. This equipment shall be installed and fully operational as designed within 48 hours of NTP after written approval by MDT of installment locations. The selected Proposer, shall

- 1) Provide an exclusive Biometric time keeping system to record the starting and completion time for work hours of the selected Proposer's employees at each security post assignment. Once an employee presents issued identification card and fingerprint, and/or other approved biometric

features, these will be used to verify the employee's identity. Proposed biometric systems shall be highly accurate and capable of confirming the identities of large populations within a short period of time.

- 2) Provide a method for immediate deactivation of identification cards used in conjunction with the biometric time keeping system. The information that a card has been deactivated shall be forwarded to the MDT, Office of Safety and Security at the close of each business day.
- 3) Retain an electronic copy of each employees biometric enrollment form in archived format solely for purposes of facilitating replacement of lost or stolen identification cards.
- 4) Provide and maintain a Biometric Time Keeping System of any of following types: fingerprinting, facial recognition, eye scan, voice verification, hand geometry, or keystroke dynamics. The system should be a stand-alone system and shall not rely on any County equipment, connectivity, or systems (other than the available electrical power supply) for its operation.

The selected Proposer shall assume all cost associated with installation and operation of the Biometric Time Keeping System. The selected Proposer may not disclose, for any reason, biographic and/or biometric data of an employee, unless required to do so by law, without the written consent of the employee and MDT.

#### **A. Biometric Time Keeping System Locations**

##### **1) Metrorail and Metromovers:**

Biometric time keeping units will be required at all 23 Metrorail Stations, and at the Metromover School Board Station. A unit will not be required for the Metromover Maintenance Facility at this time. Personnel assigned to the following locations shall use the units at the applicable station:

- 1) Metromover Downtown (inner) Loop: Government Center Metrorail Station unit.
- 2) Metromover Omni Loop: Metromover School Board Station.
- 3) Metromover Brickell Loop: Metrorail Brickell Station unit.
- 4) Busway: Metrorail Dadeland South Metrorail Station unit.

##### **2) Bus Maintenance Facility:**

One Biometric Time Keeping system will be required at each of the three bus maintenance facilities. A unit will be required for the William Lehman Center (Metrorail maintenance facility).

#### **2.21 Uniform, Appearance, and Equipment Requirements**

##### **A. Uniform**

The selected Proposer shall issue uniform and equipment to each employee, at the beginning of the contract and maintain throughout the term of this contract. The selected Proposer shall be responsible for the quantity and quality of uniforms and other required equipment used by its personnel in providing services to the County. Polo shirts and trousers shall be issued prior to the commencement of services and replaced new every two (2) years. All personnel shall wear clean, pressed uniforms at all times while on duty at a County post. The selected Proposer shall replace uniforms not meeting appearance standards as determined by the County. Equipment shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard. The County reserves the right to approve or disapprove the items noted under this Section:

- 1) Battle Duty Uniform (BDU) style trousers;
- 2) Polo style shirt, short and long sleeve;
- 3) Duty Belt – 1 ½ nylon solid black belt;
- 4) Belt Keepers;
- 5) 4-inch Tactical Nylon Black Boots (Laced) – with a composite shank safety toe;

- 6) Threat Level 3A Bullet Resistant Vest. Vest must comply with the most current National Institute of Justice (NIJ) standards for ballistic resistant body armor. (Security Officers must be issued a bullet proof vest. At the selected Proposers option, any officer may waive his right to wear the issued vest by signing a waiver and hold harmless agreement. This waiver must be kept on file and a copy sent to the County before permission is granted);
- 7) Equipment Belt – Ballistic Nylon, 2 1/4" police style, with carriers for other equipment, uniformed personnel only;
- 8) Shoulder patches to indicate the selected Proposers name shall be sewn on and worn on both shoulders of the uniform shirt. No other identification relating to the company name of the selected Proposers shall be worn or displayed on the uniform, except on a uniform hat;
- 9) Badge to be worn over left shirt pocket area;
- 10) Nametags should be worn over the right side;
- 11) Foul weather and cold weather clothing, including raincoats, boots, and 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 the selected Proposer's company name, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the selected Proposers along with company patch sewn to the jacket. A wind-breaker shall not substitute for the issuance of a cold-weather jacket;
- 12) A medium profile, solid paneled, baseball-style cap to be used at the discretion of the contracted employee during cold or inclement weather. The cap shall be uniform in color and emblazoned with either the selected Proposers company name or with the word "SECURITY". No other headwear shall be allowed by any officer while on duty (including hats, caps, skull-caps, beanies, etc);

#### **B. Personal Grooming**

The selected Proposer shall ensure that all personnel assigned to work under the Contract shall be well groomed at all times and maintain a neat and clean appearance while representing both the selected Proposer and the County. The following personal grooming shall be adhered to:

- 1) No facial hair (beard, goatee, mustache) shall be allowed.
- 2) Male personnel hair styles shall be conservative and evenly trimmed. Hair length may not extend downward more than 1/2 inch behind the hairline at the back of the neck. Similarly, hair shall not extend below the bottom of the ear nor shall it curl upwards while wearing the cap.
- 3) Sideburns may not extend beyond the bottom of the ear.
- 4) No ear-rings shall be worn while on duty by male personnel
- 5) Excessive jewelry shall not be worn on duty. Rings, other than wedding/partnership bands, shall not be worn.
- 6) No item shall be worn around the neck unless expressly approved by the County Contract Administrator.
- 7) Tattoos of an offensive nature (pornographic, racial, etc.) shall be covered while on duty.
- 8) Hair styles shall be conservative. Long hair may be required to be worn in a bun if it is deemed that it represents a safety concern for the officer.
- 9) Female personnel may wear ear-rings however, dangling type ear-rings shall not be worn. Only one ear-ring may be worn on each ear. This ear-ring shall be stud type and shall not exceed 1/4 inch in diameter.
- 10) Fingernails shall be trimmed and maintained clean. Female personnel fingernail length may not be longer than one-inch beginning at the base of the cuticle. Although nail polish may be worn by female personnel, it shall be of a conservative nature.

#### **C. Equipment for Security Officers**

Except as specifically noted, Security Officers shall be equipped with the following items while on duty:

- 1) Handcuffs with key.
- 2) Flashlight; heavy-duty.

- 3) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements specified in Section 2.20 of this Solicitation.
- 4) Double action, unmodified 9mm semi-automatic pistol of a reputable manufacturer (e.g., Glock), and ammunition that meets State statutes.
- 5) A minimum of two unmodified magazines with a capacity not to exceed 12 rounds of ammunition.
- 6) A weapon 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 trained in the use of the triple retention holster.
- 7) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes.

Notes:

- a) Personnel shall not carry any unauthorized equipment such as a second firearm, chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator.
- b) Under no circumstance will personal weapons be acceptable as an officer's duty weapon in providing service to the County.

**D. Additional Weapon**

The selected Proposer shall be required to provide to each officer, three (3) unmodified, 12-gauge pump action shotguns meeting all federal and state requirements as applicable. The shotguns shall be of a reputable manufacturer (e.g., Remington, Mossberg) and shall not be modified in any manner. The selected Proposer shall be responsible for supplying all ammunition to be utilized in the shotguns. Ammunition shall be standard, factory (*not reloaded*) manufactured and packaged ammunition.

**E. Weapon Safety**

The selected Proposer shall issue to their Security personnel a company issued firearm as specified in Section 2.23 Paragraph C. The selected Proposer shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but not limited to, the distribution of the following safeguards to all officers on post and the inclusion of these safeguards in all training:

- 1) Firearms shall not be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.
- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.
- 3) Firearms shall not be cleaned at County facilities at any time.
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- 5) Armed security officers and supervisors who do not have in their possession a current Florida Department of State gun "G" license shall be immediately removed from standing post at the County facility.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to the MDT Officer of Safety and Security.
- 7) Armed security officers shall follow guidelines as set forth in FSS Chapter 493.
- 8) All incidents that involve the display or discharge of a firearm shall be reported immediately to the MDT Office of Safety and Security and the County Contract Administrator.

**F. Vehicular Equipment**

The selected Proposer will be required to provide licensed and insured motor vehicles, and off-street motorized carts (gas powered golf carts), at an additional cost to the County. The price proposed for the use of vehicular equipment shall include the cost of fuel. The selected Proposer shall not bill the County separately for reimbursement of fuel. The County reserves the right to determine type of vehicle, color, markings, lights, and other features. The selected Proposer may be required to provide bicycles during the contract period; such posts or duty assignments shall be requested as needed and, when appropriate, as determined by the County Contract Officer, the selected Proposer shall receive additional

compensation. The selected Proposer shall comply with all insurance requirements as specified in article 10 of the Agreement, and the insurance shall be sufficient to cover all operations and use of such equipment.

Security Officers may be required by the County to operate 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. Any personnel assigned to a post where he/she will be operating a motorized vehicle, including golf carts, shall have a valid Florida driver's license. Vehicles must have the capability of being utilized the entire time of assignment without the need for refueling or charging. The selected Proposer shall maintain each vehicle in safe operating condition. Fuel, repairs, preventative maintenance and any other expenses resulting from the provision of vehicles under this section shall not be billed to the county.

In the event of a mechanical breakdown, the selected Proposer shall either repair the vehicle or replace it no later than 24 hours after breakdown. Failure to adhere to this requirement may result in the assessment of liquidated damages. Under no circumstances shall any passengers be transported in any vehicle except in emergency situations. The selected Proposer shall make available the vehicles in the number and types as required for the post order.

#### **G. Temporary Structure (Shelter)**

The selected Proposer shall provide temporary structures necessary to protect its employees from the elements. These structures may be for short or long term use. All associated support, utilities, and equipment for these structures shall be the sole responsibility of the selected Proposer. The selected Proposer shall comply with all applicable codes and permitting requirements for these structures. These structures shall be removed no later than 72 hours after the termination of the contract or as directed by the County Contract Administrator or designee. If the selected Proposer fails to remove the structure as directed, MDT reserves the right to have the structure removed and any costs incurred for the removal, charged to the selected Proposer.

#### **2.22 County-Furnished Items**

The selected Proposer shall be responsible for all equipment, keys, photographic identification issued by the County. Said equipment, materials or items shall be used solely for performance of the work under the contract. The selected Proposer shall replace, or reimburse the County, at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the selected Proposer or their personnel. Upon termination/expiration of the contract, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The County will furnish the following materials and equipment to the selected Proposer to be used only in connection with providing the services herein to the County:

#### **A. Keys**

The selected Proposer shall be responsible for all keys that are issued by the County to its personnel. All lost keys shall be reported to MDT immediately. The selected Proposer shall provide adequate control and accountability for these keys. Lost keys shall result in the selected Proposer paying for the cost of re-keying all effected doors. This charge shall be taken in the form of a credit from the next available services billing made to the county by the selected Proposer. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

#### **B. Phones**

County phones made available to the selected Proposer's personnel shall be used for County business only. Personal and long distance calls are prohibited. The use of personal cellular phones is also prohibited except in emergency situations. Costs for long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. Violations of these procedures will result in Infraction fees.

**C. County/MDT Photographic Identification**

MDT will furnish each security officer a photo identification badge. This badge shall not be photocopied and shall not be transferred to any other person. Photo identification cards lost shall be reported immediately to MDT.

**D. Electrical Power**

Where possible, the County may provide electrical service to power the selected Proposer's equipment requiring electricity. Where electrical service is not practical or available, the selected Proposer shall provide electrical generation to the satisfaction of all prevailing safety constraints. The Proposer shall notify the County Contract Administrator or designee prior to placing any form of electrical generation device into service. The County Contract Administrator or designee shall review the placement and approve the use of the device. The County shall not be held liable for the theft, damage, vandalism, of any electrical generation device provided by the selected Proposer.

**2.23 Reporting Requirements And Procedures**

Security personnel may be required to complete Daily Visitors' Sheets, Audit Forms, Incident Reports, Unusual Occurrences Reports, Accident Injury Reports, Maintenance Repair Reports, Golf Cart Inspection Report Forms, or any other required reports or forms as outlined in Post Orders, and turn these over to MDT. The County will provide the selected Proposer with samples of required forms and other documentation used in reporting procedures at specific posts. The selected Proposer shall be responsible for reproducing and distributing any forms to Posts.

The selected Proposer shall comply with the following reporting requirements and procedures:

- 1) Upon being notified of an incident, accident, or unusual occurrence, the responding officer shall annotate, utilizing black or blue, indelible ink, a brief statement in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. At no time shall any spaces or lines within the annotated section of a Log Book be skipped for future annotation. All bound logbooks shall become the property of the County upon its replacement on the post. Logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall securely maintain all logbooks during the term of a contract and any renewals or extensions thereof. The selected Proposer shall deliver all such logbooks to the County upon expiration of the contract or at any time as required by County Contract Administrator or designee.
- 2) A copy of all reports and a copy to Security Management on all major incidents, completed during a shift, shall be furnished to the County Contract Administrator or designee no later than the next business day.
- 3) Incident Report shall be completed whenever any unusual or criminal event occurs. Such events include, but are not limited to: discharge of firearms, major criminal acts, or any safety hazards. Officers shall consult Shift Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 must be called immediately. MDT Office of Safety and Security shall be notified immediately after calling 911. Facility Contact/Building Managers and Sector Supervisors shall also be notified.
- 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 MDT immediately, after law enforcement or fire-rescue authorities have been notified.
- 5) The selected Proposer shall prepare written monthly reports detailing the previous month's security related activity and crime. These reports shall follow the reporting format as detailed by the most recent revision of the Uniform Crime Reporting Handbook, as published by the United States Department of Justice. Specific tables, charts, summaries, etc. shall be included in these reports. The selected Proposer shall document specific Part 1 and Part 2 crimes as defined in the Uniform Crime Reporting Handbook for each specific facility for crimes occurring on Metrorail, Metromover, Metrobus, and Parking Facilities. The selected Proposer shall summarize these reports on an annual basis and submit these summaries on the anniversary date of the commencement of this

Contract. The County Contract Administrator will provide sample reports to the selected Proposer to ensure compliance and reporting uniformity.

- 6) The Miami-Dade Police Department, shall be immediately notified of all Part 1 crimes and other criminal activity as may be further defined by the County Contract Administrator, anywhere on MDT property including but not limited to the following incidents:
- a) Homicides (All Types)
  - b) Suicide and Suicide Attempts
  - c) Accidental Death (All Types)
  - d) Aggravated Assaults (All Types)
  - e) Bomb Threats or Threats of Terrorist Acts
  - f) Aggravated Battery (All Types)
  - g) Simple Battery and Simple Assault
  - h) Robbery (Armed and Strong-Arm, Including Attempts)
  - i) Persons Carrying Concealed Firearms (or Recovery of Abandoned Firearms)
  - j) Larceny (All Types, both Felony and misdemeanor, including Attempts)
  - k) Fare Evasions (Subjects in Custody)
  - l) Theft of Fire Extinguishers
  - m) Sexual Assaults (All Types Including Exposure and Lewd Conduct)
  - n) Narcotics offenses and Activity or Recovery of Narcotics Paraphernalia
  - o) Criminal Mischief (All graffiti and Vandalism Incidents)
  - p) All Acts of Civil Disturbance Which Affect Bus Maintenance facilities, Bus yards, or Park and ride Lots)
  - q) Industrial Accidents Resulting in Serious Injury, Death or Structural Damage
  - r) Finding Missing Persons

The security officer shall determine if any further police action is required and prepare the appropriate reports upon the Police Officer's arrival and response to the scene. The selected Proposer's personnel shall not have discretion in this area. If security personnel will be required to notify supervisory personnel, they shall notify the applicable Police Department and supervisory personnel simultaneously. Under no circumstances shall personnel wait for the arrival of supervisors before police notifications are made. If a Police Officer is not available, then the appropriate police agency with jurisdiction in that area shall be notified and requested to respond to the scene to evaluate the situation. The police officer from that agency will then make the determination if a response to the scene and police handling of the incident is appropriate. Within the Incident Report, the narrative shall include whether or not the police was notified, the reasons that the police was not notified. If notified, the police case number, as applicable shall be noted.

- 7) The officers shall follow the "Chain of Command." After exhausting efforts with the Shift Supervisor, the next step will be the management staff, followed by the County Contract Administrator or designee.
- 8) Maintenance Repair Reports (MRR) are written reports completed by the selected Proposer, which detail physical conditions in need of repair or replacement at a station or facility. These reports must be updated daily and are based upon the observations made by the security officer on his/her safety and station checklist. The reports are dispatched on a daily basis to the MDT Facilities Maintenance Division to address the conditions noted. Only one (1) MRR per deficiency shall be required.

Note: Failure to adhere to the guidelines may result in Infraction fees and/or removal of the selected Proposer's personnel from providing services to the County.

## **2.24 Meetings**

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the selected Proposer. The County Contract Administrator or designee reserves the right to call meetings at any time during the contractual period. The selected Proposer's Project Manager or other appropriate

person, as requested by the County, shall be present at all meetings unless specifically waived by the County Contract Administrator or designee.

## **2.25 Annual Audit**

Within 180 days of each anniversary of the effective date of the five year contract, or within 120 days following termination of the contract, the selected Proposer shall, at no expense to the County, provide to the County, the Agreed Upon Procedures Report comparing billings made to the County with supporting documentation maintained by the selected Proposer, including but not limited to; Payroll Records, Log Books, Sign in Registers, Activity reports, Biometric Logs, and Contractor's GPS capable PDA reporting. Such comparison may be performed on a sample basis, and should be made using a statistically valid sample of annual billings with appropriate evaluation of the testing results. The Agreed Upon Procedures Report shall be prepared and attested to by an independent certified public accounting firm licensed in the State of Florida, and is subject to County review by the County's Audit and Management Services Department. Documentation supporting the Agreed-Upon Procedures report should be available for County review for a period of five years after issuance of the report. If the Agreed Upon Procedures Report indicates that the selected Proposer has intentionally overbilled for its services and owes monies to the County, the selected Proposer shall submit such payment immediately together with any interest fee at the rate established from time to time by the Board of County Commissioners of Miami-Dade County, Florida. If the overbillings are deemed to be intentional, the selected Proposer will be subject to termination of the Contract for default, at the option of the County.

## **2.26 Internal Audit And Quality Assurance Plan**

### **1) Internal Audit**

The selected Proposer shall establish a program of comprehensive internal audits of the security operation's Standard Operating Procedures and Post Orders, organizational elements, equipment, procedures and functions for security related activities and requirements, as articulated in the contract with MDT annually, and the selected Proposer. The selected Proposer shall identify the findings in a written report which shall be submitted to MDT no later than 60 days from the anniversary date of the contract. In addition to the audit findings, the Report shall also specify all corrective measures to be undertaken by the selected Proposer as well as a time deadline for correction and a plan for follow-up to ensure adherence.

MDT's Office of Safety & Security shall be apprised of the audit activities of the selected Proposer. The elements comprising this internal audit shall be subject to formal and unannounced periodic and regularly scheduled audits throughout the term of the contract, including any extension or renewal periods. The selected Proposer shall prepare and deliver to MDT an Audit Schedule. Audits shall be performed in accordance with written procedures and checklists developed by the selected Proposer and submitted to MDT for review and approval prior to commencing with the Internal Audit. Audit results shall be documented in an Audit Report signed by the Audit Team Leader/Lead Auditor. If the team leader is other than the Project Manager for the selected Proposer, the report will be reviewed and approved by the selected Proposer's Project Manager. This report shall be issued within 60 days of a required post audit conference. Deficiencies shall be documented and issued as part of the audit report.

Thirty days prior to the commencement of each audit, the selected Proposer shall notify MDT in writing the date(s) the audit will be conducted and the security element being audited. An audit checklist shall be developed and tailored to the mode being audited and will be utilized to conduct the audit. Upon the completion of each review and audit, the selected Proposer shall issue a report of the results and specify areas of deficiency, prepare recommendations, identify corrective actions and distribute copies of the report to the MDT Office of Safety & Security. A summary of the annual internal audit report is to be made available to the MDT Office of Safety & Security no later than 60 days after the completion of the audit.

The areas of contract compliance to be audited include but are not limited to:

- 1) License Renewal;

- 2) Contract Compliance;
- 3) Integrity of the Invoicing to Miami Dade Transit;
- 4) Training & Certification Review/Audit;
- 5) Emergency Response Planning, Coordinating, Training;
- 6) Drug & Alcohol Abuse Programs;
- 7) Completeness of personnel files to ensure all required documents are retained in a candidates file; and
- 8) Ensure that the Contractor retains all documents related to the Contract are retained in proper storage for a time period no less than three (3) years after the end of the contract.

## Notes:

- a) The County Contract Administrator may add additional areas or elements as necessary.
- b) Adverse conditions relative to the MDT Security Contract shall be documented as audit findings. Audit findings are not influenced by personal opinions or bias, and must describe the actual conditions that exist. All findings require response and corrective action by the selected Proposer for resolution
- c) Conditions not related to the MDT Security Contract requirements, but for which action by the audited organization is advisable, may be documented. Observations do require a response by the selected Proposer; however, action is at discretion of the MDT Office of Safety and Security.

The following information shall be included in the audit report:

- 1) Description of the audit scope.
- 2) Identity of the auditors.
- 3) Identification of persons contacted during the audit activities.
- 4) Summary of audit results, including a statement on the effectiveness of the elements audited.
- 5) Description of each reported deficiency/finding in sufficient detail to enable the contractor and MDT to consider potential corrective action.
- 6) Any other observations of significance to MDT.

Audit Reports shall be distributed to the MDT Office of Safety and Security Management. The selected Proposer shall track open Audit Recommendations. Follow-up action shall be taken to verify that corrective action is accomplished. Status reports shall be used to apprise the MDT Office of Safety & Security of failure to satisfy corrective action commitments. The selected Proposer shall make every effort to resolve and correct adverse security conditions documented on Audit Reports.

## 2. Quality Assurance Plan

The selected Proposer shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements of the Contract are met. The selected Proposer shall provide for the periodic review of all contractual requirements and services as identified in this Solicitation and related contractual documents (e.g. post orders). Any changes to the QAP shall be submitted to the County Contract Administrator or designee, for approval, as the changes are made. The QAP shall include, but not be limited to, the following:

- 1) QAP Contractual Review Plan - The Plan shall identify the activities to be inspected on a scheduled and unscheduled basis, frequency, the methodology to be employed to accomplish the inspections, and the functional title and rank of the person who shall perform the inspection.
- 2) Corrective Action Procedures - The selected Proposer shall have an established procedure to respond to and correct any deficiencies in service identified by the County, County Contract Administrator, or designee. The selected Proposer will be provided a time-frame in which the corrective action shall be completed. If the selected Proposer is unable or unwilling to complete the corrective action plan in the prescribed period of time, as noted by the County Contract Administrator, or designee, then the selected Proposer must submit a formal, written request for extension of time and the reasons for the request. Failure to complete any corrective action within the prescribed period of time on the part of the selected Proposer will result in Infraction fees/liiquidated damages and/or a Vendor Non-Performance.

**2.27 Inspections**

MDT will inspect sites to ensure adequate levels of appropriate security personnel, and that methods of securing the assigned work areas are in compliance with the specifications herein. MDT may advise selected Proposer of work discrepancies and deficiencies, which shall be corrected by the selected Proposer. Infraction fees may apply, in accordance with Section 2.29 below.

**2.28 Liquidated Damages/Infractions/Violations**

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

A written notice of a violation and intent to impose liquidated damages/infraction fee shall be provided to the selected Proposer in the form of an Infraction Report. Infraction Reports will be issued to the selected Proposer promptly by the County Contract Administrator or designee, in order to afford the selected Proposer time to notify the County of extenuating circumstances. Infractions may result in the following fees:

- 1) The first infraction: Fees in the amount of \$300.00;
- 2) The second infraction: Fees in the amount of \$500.00;
- 3) The third and subsequent infractions: Fees in the amount of \$800.00.
- 4) Special Violations: Fees in the amount of \$1,000.00 for the first infraction, \$1,500.00 for the second infraction, and \$2,000.00 for a third infraction.

The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by selected Proposer's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee.

Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

<b>Level I Infraction/Violations</b>
Late for duty
Sleeping on duty
Abandoning post/ Failure to report for duty
Failure of officer to conspicuously display/possess licenses (D & G)/Licenses are expired,
Failure to make report/Failure to Sign or annotate Log Book
No County Photo ID/No Contractor Photo ID
Post Opened or Closed Late
Not Properly Equipped
No weapon or ammunition/No Baton
Violations of local, State, or Federal laws, Regulations, or Ordinances
No radio or inoperative radio
Inadequate training
Contract Section Violations
Lost keys
Lost cyberkey
Lost ID
<b>Level II Infraction/Violations</b>
Failure to follow post orders

Inappropriate Behavior (For example: reading, cell phone use, rudeness, and inattention to duties)
Improper clock rounds
Lack of Log Book/Forms/Reports
Inadequate writing skills/Poor Verbal Communication
Difficulty in speaking or understanding English, and/or being understood by others
Lack of contract supervision
Failure to satisfy "special request" assignments after making commitment
Failure to have current Post orders on site

<b>Level III Infraction/Violations</b>
Improper or badly soiled uniform
Vehicle irregularities
Health deficiencies (any mental or physical conditions that prevent the vendor's employee from performing the required job function).
No vehicle or inoperative vehicle
Excessive hours on duty (not approved in advance by the County)
Criminal records check not complete, or personnel assigned to a security post with criminal records
Invoicing Discrepancies or Inaccuracies
Unauthorized visitors on post

<b>Special Violations</b>
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 in Paragraph 2.29 of this solicitation
False or Misleading Statements by Contract personnel

Note: the selected Proposer shall not pass along to its personnel any fees assessed for infractions on the contract. Violations will not only result in liquidated damages, but may constitute a violation of the Living Wage Ordinance and may be subject to additional punitive action.

**2.29 Invoicing Discrepancies**

It is the County's intent to ensure that all invoices are processed and paid according to the Contract, 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 worked and applicable billing rates, including all Living Wage adjustments applicable to that billing period. Any invoices not submitted or that are submitted with errors shall be returned to the selected Proposer for immediate correction and the selected Proposer shall resubmit the corrected invoice by the following invoicing period. Failure to resubmit the corrected invoice(s) shall result in Liquidated Damages being assessed and shall continue until submitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

**2.30 Returned Checks**

In order to ensure the maintenance of an adequate job force, payment to security guards (selected Proposer's personnel) shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 2.27, Special Violations.

**2.31 Adherence To Law**

The selected Proposer shall adhere to all Federal, State, and Local laws that apply to the provision of the services specified in the Contract issued as a result of this Solicitation, as well as those laws that regulate the general public. When there is a conflict between language in the contract and any laws, the law shall prevail. This shall include, but not be limited to, compliance with Fair Labor Standards Act, 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.

The selected Proposer shall also adhere to the following:

- 1) If an employee assigned to this contract, or other Principal of the selected Proposer is arrested, MDT shall be notified within 24 hours of the arrest. Failure to follow this procedure will result in liquidated damages as stated in Section 2.29. Proper notification will consist of the following:
  - a) Phone call to the County Contract Administrator; if not available, then to Security Operations Center
  - b) Followed by a fax sent to the County Contract Administrator
  - c) Followed by a fax to the MDT Office of Safety and Security
- 2) If arrested person is a Security Officer, Supervisor, or Project Manager, this person shall be immediately removed from the Contract, until reinstatement has been approved by the County Contract Administrator or designee. It is the selected Proposer responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

### **2.32 Court Appearances**

The selected Proposer's personnel may be required to testify in various judicial proceedings on behalf of the County. The selected Proposer's personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security Officer required to make a court appearance shall be remunerated by the selected Proposer at the same hourly rate as would be earned while on duty under the Contract, and the selected Proposer shall in turn be remunerated by the County at the stipulated billing rate. The selected Proposer shall invoice for the actual hours the Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. Court delays are common, and multiple appearances by the testifying Officer may be required. A copy of the original subpoena shall be submitted with the invoice. Contract-related court testimony on behalf of the County shall take priority over all other scheduled duties, and the selected Proposer shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Selected Proposer's 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.

## **3.0 RESPONSE REQUIREMENTS**

### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

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 and ranked by an Evaluation/Selection Committee 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.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	150
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	100
3. Proposer's approach to providing the services requested in this Solicitation	100
4. Recruitment Policy and Plan, and Personnel Development	50
5. Financial Capability	50

<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price	50

**4.3 Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee 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 **Form A-2** 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**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

**4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer'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.

#### **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 (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, 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 County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their 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. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

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.)

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. 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. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at [http://www.miamidade.gov/DPM/vendor\\_registration.asp](http://www.miamidade.gov/DPM/vendor_registration.asp) or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

**b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management 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****Form of Agreement**

Attachment 1: Supplemental General Conditions, Living Wage

Attachment 2: Maintenance Performance and Payment Bond (Cash)

Attachment 3: Maintenance Performance and Payment Bond (Surety)

Attachment 4: Location and Schedule Requirements

Attachment 5: Vehicles Requirements

Proposal Submission Package

## **Walters, Vivian (RER)**

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**From:** Bethel, Pearl (ISD)  
**Sent:** Monday, March 18, 2013 12:03 PM  
**To:** Walters, Vivian (RER)  
**Cc:** Clark, Veronica (RER)  
**Subject:** RFP864, Security Guard Services for MDT  
**Attachments:** RFP864 Draft, 3-18-13.docx; Input Doc-Project Measure Worksheet RFP864.doc

Hi Vivian

This project is being sent on behalf of Lydia Osborne. Please review the attached RFP for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. The expenditures for this project over the initial contract term (four years) is estimated at \$80,000,000. This contract is being issued to replace 8724-2/11. My recommendation is a Selection Factor. Also, this is a priority so if we can receive your determination by the end of the week or sooner it would be greatly appreciated.

Thanks.

Pearl P. Bethel for Lydia Osborne, Procurement Contracting Officer 2  
Miami-Dade County Internal Services Department  
111 NW 1st Street, Suite 1300, Miami, Florida 33128  
305-375-2102 Phone 305-372-6128 Fax  
<http://www.miamidade.gov/dpm/>  
**"Delivering Excellence Every Day"**

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure*