

BID NO.: BW9808-0/22

OPENING: 2:00 P.M.

May 28, 2014

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

WITH MINIMUM REQUIREMENTS

SECURITY GUARD SERVICES FOR MIAMI-DADE TRANSIT

THE FOLLOWING REQUIREMENTS ARE PART OF THIS BID:

CONTRACT MEASURES:	SEE SECTION 2.2
BID DEPOSIT:	SEE SECTION 2.5.2
INSURANCE:	SEE SECTION 2.9
PERFORMANCE AND PAYMENT BOND:	SEE SECTION 2.10
LIVING WAGE:	SEE SECTION 2.11

FOR INFORMATION CONTACT:

Lydia Osborne, 305-375-1291, lydiaos@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **RETURN ONE ORIGINAL AND TWO COPIES OF THE BID SUBMITTAL PAGES, THE EXECUTED AFFIDAVITS AND THE REQUESTED ATTACHMENTS**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**
- **BID SUBMITTAL CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID AND THE MINIMUM REQUIREMENTS HEREIN**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: BW9808-0/22

Bid Title: Security Guard Services for Miami-Dade Transit

Procurement Officer: Lydia Osborne, CPPO, CPPB

Bids will be accepted until 2:00 p.m. on May 28, 2014

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the sealed envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the sealed envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

SECTION 1
GENERAL TERMS AND CONDITIONS

Security Guard Services for Miami-Dade Transit

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

SECTION 2
SPECIAL CONDITIONS

Security Guard Services for Miami-Dade Transit

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract for the provision of armed security guard services in a manner that ensures the highest level of security throughout Miami-Dade Transit Department's (MDT) maintenance facilities, Metrorail and Metromover stations/facilities, bus yards, passenger park and ride lots/facilities, and major bus depots.

2.2 CONTRACT MEASURES: 15% SBE SUBCONTRACTOR GOAL

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows:

Subcontractor Goal:

15% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Bidders shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Bidder that to the best of the Bidder's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability.

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

2.3 TERM OF CONTRACT: EIGHT YEARS

The Contract shall become effective on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stated in the Notice to Award Letter, and shall continue through the last day of the ninety-sixth month. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

2.4 OPTION TO RENEW: INTENTIONALLY OMITTED

2.5 METHOD OF AWARD: TO THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER WHOSE AGGREGATE PRICES FOR GROUPS A-D DO NOT EXCEED \$112,395,049 FOR THE EIGHT-YEAR TERM

Award of this Contract shall be made to the responsive and responsible Bidder who bids on all items in Groups (A-D) in Section 4 Price Submittal Form, and whose offer represents the lowest price when all items in Groups (A-D) are extended and added in the aggregate and does not exceed \$112,395,049 for the eight-year term. The County intends to award the total Contract to a single Bidder.

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Security Guard Services for Miami-Dade Transit

In addition to other County and Contract requirements, all Bidders shall meet the following minimum qualifications to be considered for award of this Solicitation.

- 2.5.1 Bidders 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 bid submittal due date. The awarded Bidder shall maintain this qualification during the term of the contract, including renewals and extensions thereof.
- 2.5.2 The Bidder must submit a bid security with its Bid in the amount of \$10,000. This security must accompany the Bid submittal. Bid submittals 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 awarded Bidder submitting the specified performance and payment bond. Failure or refusal of the awarded Bidder 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.

- 2.5.3 The Bidder must provide with its bid submittal, a 90-day Transition Plan that outlines all activities of the 90-day transition, and shall include Administration, Purchases, Training, Operations, Technology, and Human Resources.

2.6 PRICES

Prices shall remain firm and fixed for the term of the Contract, including any extension periods; except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Section 4. The awarded Bidder is responsible for requesting the living wage increase. The County will issue supplemental agreements to incorporate this change in the hourly rates. The hourly rates shall include all costs such as, full compensation for labor, equipment as cited in Section 3.23 (equipment excluded includes motor vehicles, golf carts, bicycles and mobile video devices), equipment use, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

2.7 METHOD OF PAYMENT

The awarded Bidder agrees that under the provisions of the Contract, as reimbursement for those actual, reasonable and necessary costs incurred by the awarded Bidder, which are directly attributable or properly allocable to the Services, the awarded Bidder may bill the County biweekly (once every two weeks), including billing for the Project Manager and Crime Analyst positions, in the amount equal to the Annual Rate divided by twenty six (26), upon invoices certified by the Awarded Bidder pursuant to Section 4. All invoices shall be taken from the books of account kept by the awarded Bidder, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the awarded Bidder. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the

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Security Guard Services for Miami-Dade Transit

Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the awarded Bidder to the County as follows:

Miami-Dade County Transit Department
Office of Safety and Security
111 NW 1st Street, 4th Floor
Miami, Florida 33128
Attention: Contract Administrator

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

2.8 CONTACT PERSON

For any additional information regarding the terms and conditions of this Solicitation and resultant contract, please contact Lydia Osborne, Procurement Contracting Officer at (305) 375-1291 or lydiaos@miamidade.gov.

2.9 INSURANCE

The standard insurance requirements listed in the general terms and conditions shall apply with the exception of the following changes to the sections specifically identified: Upon County's notification, the awarded Bidder shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Awarded Bidder as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis, to include Personal Injury Liability, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

****Under no circumstances is the awarded Bidder or awarded Bidder's personnel permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without the required insurance coverage. In the event that the awarded Bidder or awarded Bidder's personnel require access to the A.O.A., the awarded Bidder is required to increase automobile coverage to \$5 million. Only vehicles owned or leased by the awarded Bidder**

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will be authorized. Vehicles owned by individuals will not be authorized.

- 4. Professional Liability Insurance (if applicable) in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

2.10 PERFORMANCE AND PAYMENT BONDS BASED ON PERCENTAGE OF OFFER PRICE

The Bidder 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. The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below, prepared on the applicable bond form(s) attached hereto. Refer to Attachment 2, Performance and Payment Bond.

The Bidder shall comply with the performance bond requirements every year during the term of the contract, including and extensions or renewals thereof. The County's Internal Services Department will issue a notice to the awarded Bidder every year and the Bidder 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 awarded Bidder fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the awarded Bidder in default of the contractual terms and conditions, and the awarded Bidder shall surrender its bid security.

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

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1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

2.11 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITIONS

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this solicitation or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, the Bidder is hereby agreeing to comply with

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the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Conditions is organized with the following sections:

- 1) Definitions
- 2) Minimum Wages and Posting of Information.
- 3) Liability for Unpaid Wages; Sanctions; Withholding
- 4) Payrolls, Records and Reporting
- 5) Subcontracts
- 6) Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

- a) Administrative hearing officer means a person designated by the County Mayor to hold administrative hearings on complaints of practices prohibited by this Implementing Order.
- b) Applicable department means the County department(s) using the service contract.
- c) Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Order No. 3-30 and these Supplemental General Conditions.
- d) Compliance officer means the Director of the Department of Small Business Development or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- e) Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- f) Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- g) County means the government of Miami-Dade County or the Public Health Trust.
- h) Covered employee means anyone employed by any service contractor, as further defined in the Code either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- i) Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.
- j) Covered services are any one of the following:
 - (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
 - (2) Services provided to at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractors at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.

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- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
 - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
 - (x) In warehouse cargo handlers.
- k) Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, pursuant to section 10-38 of the Code of Miami-Dade County.

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- l). Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.
- m) Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County include, reviewing complaints filed by employees and making recommendations to the County Mayor and the County Commission regarding same.
- n) Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- o) Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractors is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at www.miamidade.gov.sbad/living_wage_poster.asp.

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the

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employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wages shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
 2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.
3. **LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**
- A. **Liability for Unpaid Wages:** Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.

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- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter.
 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor.
 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer where officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter.;
 5. In addition to any other sanctions provided for herein, for violations other than underpayment for wages and/or benefits, damages payable to the County in the amount of five hundred dollars (500.00) per week for each week in which the violation remains outstanding.
 6. The service contract who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination may by the County after a Compliance Meeting shall be deemed no to have complied with the requirements of this section as stated in the notice or determination of noncompliance and. in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
 7. All such sanctions recommended or imposed shall be a matter of public record.
 8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the state of Florida statutory rate for judgments provided by Florida Statutes Section 55.03.

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9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violations and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. PAYROLL; RECORDS; REPORTING

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
- a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
 - b. the number of hours worked each day by each covered employees;
 - c. for each covered employee, the gross wages earned and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and
 - d. any other data or information the County should require.

The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

- B. The covered employer shall file with the applicable department, every six months, reports of employment activities to made publicly available, including race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated
- C. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will

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be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Mayor in writing and the County Mayor shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - 2) The penalties assessed;
 - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the

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administrative hearing, to the County Mayor or his/her designee within thirty (30) days of the receipt of the transcript.

If the County Mayor or his/her designee determines a covered employer failed to comply with the provisions of the Code, the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract/Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

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3.0 SCOPE OF WORK

3.1 Background

The purpose of the Contract is 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, passenger-park and ride lots, and major bus depots. MDT currently utilizes over 700 Closed Circuit Television (CCTV) cameras (both Pan-Tilt-Zoom and static/stationary), and various software platforms to view and record imagery throughout the MDT properties and vehicles. CCTV improves security program performance by providing information needed to adjust security procedures, and also aids investigations. It is the intent of the County to both protect its personnel, patrons and/or property by means of well-trained, experienced, alert, interested, and reliable security personnel. In addition, the County is integrating security equipment and technology with the human element, to maximize MDT's security system effectiveness.

3.2 MDT Facilities

The services for armed security guard services, enhanced with technology, will be provided at the MDT facilities listed below, as well as any additional County facilities as may be required by the County during the term of the Contract, including any renewals and extensions thereof.

Following are the MDT Facilities:

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

	Facility	Address
1	Central Bus Facility	3300 NW 32nd Avenue
2	Coral Way Bus Facility	2775 SW 74 Avenue
3	Northeast Bus Facility	360 NE 185 Street
4	William Lehman Center	6601 NW 72nd Avenue
5	Joseph Bryant Metromover Maintenance Facility	100 SW 1st Avenue

B. Metro Rail Stations and Facilities

- 1) Security Sectors: Metrorail stations are divided into four security sectors as specified below:

Security Sectors for Stations and Facilities			
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

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University	Government Center	Earlington Heights	Hialeah
Douglas Road	Overtown/Arena	Brownsville	Okeechobee
	Culmer	Miami International Airport	Palmetto

- 2) Metrorail Stations: The Metrorail is a 25 mile elevated, heavy rail service with 23 passenger stations, and nine parking facilities. Metrorail services approximately 1,450,000 patrons per month. Following are addresses for the 23 stations:

Metrorail Stations		
	Station	Address
1	Allapattah	3501 NW 12 th Avenue
2	Brickell	1001 SW 1 st Avenue
3	Brownsville	5200 NW 27 th Avenue
4	Civic Center	15010NW 12 th Avenue
5	Coconut Grove	2780 SW 27 th Avenue
6	Culmer	710 NW 11 th 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 st Street
11	Government Center	101 NW 1 st Street
12	Hialeah	113 E. 21 st Street
13	Martin Luther King Jr.	6205 NW 27 th Avenue
14	Miami International Airport	3814 NW 25 th Street
15	Northside	3150 NW 79 th Street
16	Okeechobee	2005 W. Okeechobee Road
17	Overtown	100 NW 6 th Street
18	Palmetto	7701 NW 79 th Avenue
19	Santa Clara	2050 NW 12 th Avenue
20	South Miami	5949 Sunset Drive
21	Tri-Rail	1125 E. 25 th Street
22	University	5500 Ponce de Leon Blvd.
23	Vizcaya	3201 SW 1 st Avenue

- 3) Metrorail Parking Facilities: Following are the addresses for the Metrorail parking facilities:

Metrorail Parking Facilities		
	Facility	Address
1	Dadeland South Surface Parking Lot	9150 Dadeland Blvd.
2	Dadeland North Garage	8340 South Dixie Hwy.
3	South Miami Garage	5449 Sunset Drive
4	University Surface Parking Lot	5500 Ponce de Leon Blvd.
5	Earlington Heights Parking Garage	2100 NW 41 st Street
6	Martin Luther King, Jr. Parking Garage	6205 NW 27 th Avenue
7	Hialeah Surface Parking Lot	113 E. 21 st Street
8	Okeechobee Garage and Surface Parking Lot	2005 W. Okeechobee Road
9	Palmetto Surface Parking Lot	7701 NW 79 th Avenue

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4) Metromover Stations: Following are addresses for the Metromover stations:

Metromover Stations		
	Station	Address
1	Adrienne Arsht	1455 Biscayne Blvd.
2	Bayfront Park	150 Biscayne Blvd.
3	Museum Park f/k/a Bicentennial Park	1191 Biscayne Blvd.
4	Brickell	1200 SW 1 st Avenue
5	College North	100 NW 5 th Street
6	College/Bayside	225 NE 5 th Street
7	Eighth Street	59 SE 8th Street
8	Eleventh Street	1098 NE 2 nd Avenue
9	Fifth Street	35 SE 5 th Street
10	Financial District	50 SE 14 th Street
11	First Street	225 NW 1 st Street
12	Freedom Tower	600 NW 2 nd Avenue
13	Government Center	101 NW 1 st Street
14	Knight Center	100 SE 2 nd Street
15	Miami Avenue	90 South Miami Avenue
16	Park West	800 NE 2 nd Avenue
17	Riverwalk	88 SE 4th Street
18	School Board	50 NE 15th Street
19	Tenth Street/Promenade	1011 NE 1st Avenue
20	Third Street	250 South Miami Avenue
21	Wilke D. Ferguson , Jr.	90 NW 5 th Street

5) 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:

Bus Park and Ride Locations		
	Facilities	Address
1	Golden Glades Park & Ride Facility	NW 159 Street/NW 2 nd Avenue
2	Park & Ride Lot 152 nd Street	SW 152 Street/South Dixie (US1)
3	Park & Ride Lot 168 th Street	SW 168 Street/South Dixie (US1)
4	208 Street Park & Ride Lot	SW 200 Street/South Dixie (US1)

C. Additional MDT Facilities: MDT may require miscellaneous services at the locations listed below:

Additional MDT Sites		
	Site	Address
1	Miscellaneous MDT Services	111 NW 1 st Street
2	Central Business District	SW 1 st Street/SW 1 st Avenue
3	Omni Bus Terminal	1500 NW Biscayne Boulevard

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 awarded Bidder.

3.3 MINIMUM REQUIREMENTS AND SERVICES TO BE PROVIDED

The awarded Bidder shall provide, in all instances as required by the County within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the

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designated locations and hours, as may be amended by the County. In addition, the awarded Bidder shall provide all items to provide the service including adequate uniforms, equipment and vehicles, for the specified schedules at each location.

1. Notice to Proceed Requirements

The awarded Bidder shall meet the following requirements, prior to issuance of a Notice-to-Proceed (NTP). These requirements are continuing conditions throughout the term of the Contract, including any renewals and extensions thereof.

- a) Meet Performance Bond Requirements
- b) Meet requirements of the Central Dispatch Center
- c) Provide documentation that the Local Management Office is operating and is located in Miami-Dade County.
- d) Meet the Insurance requirements. The Bidder will furnish to the County, prior to the commencement of any work, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.
- e) Have a communications system that meets requirements
- f) Provide a Quality Assurance Plan
- g) Prepare post orders, and get approval from County
- h) Provide all necessary licenses, permits and certificates for Bidder
- i) Ensure all personnel assigned to Contract are approved by MDT prior to assignment
- j) Provide personnel files, all necessary licenses and certificates for all personnel verifying compliance with all applicable federal, state and municipal laws.
- k) Provide applicable training to security personnel
- l) Commence work upon the issuance of a NTP

2. General Requirements

The awarded Bidder shall:

- a) Furnish management, supervision, security personnel, dispatch personnel, equipment, supplies, etc., necessary to provide security services.
- b) Provide armed security guards at each designated facility. Security coverage must be proposed to and approved by the County Contract Administrator or designee throughout the term of the Contract.
- c) Ensure that all personnel are fully equipped and all personnel wear complete County approved uniforms while performing services. The cost of uniforms and other equipment will be the responsibility of the awarded Bidder.
- d) Ensure all personnel have access to the Post Orders at each facility
- e) Provide training for each employee providing security services
- f) Provide Transit approved Project Manager and Crime Analyst to be assigned to Contract
- g) Provide documents for each security guard prior to commencement of work:
 - Urinalysis reports (performed by outside agency within preceding 60 days)
 - Medical examination reports (dated within preceding 60 days)
 - Applicable training completion/test results and applicable certifications
 - Proof of minimum education/License requirements
 - Results of background check to include Florida Dept. of Law Enforcement (FDLE) and National Crime Information Center (NCIC) certification of no felony record (dated within the preceding 60 days)
 - Proof of citizenship or work permit or INS I-9 certification
- h) Provide all tools and equipment needed to provide the services at no charge to the County.

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- i) Provide all personnel with an Electronic Mobile Video Device (EMVD) which will possess the following characteristics:
- Portable
 - Be equipped with a rugged military grade-protective outer shell/casing.
 - Possesses a significant battery life, with sufficient power capacity for up to 20.5 hours of continuous, uninterrupted standby or talk time use, without requiring recharge.
 - Be configured to use MDT-installed software platforms.
 - Have a screen size/dimension/clarity that is easily viewable (no smaller than 2.3" X 4.87").
 - Have the capability to wirelessly connect to, and intermittently view, in real-time, all Transit's CCTVs.
 - A plan must be in place for the immediate replacement for a lost/stolen device(s) or the deactivation of a person's ability to view the CCTV images.
 - Have the capability to transmit information regarding incidents/accidents.
 - Provide regular maintenance, repairs and replacements.
- j) Provide technological solutions (hardware/software) to support all security functions and activities.
- k) All technological solutions must be of an "open-architecture-type", and all electronically-generated reports/queries should be available in an MDT-supported format (allows the County to see all or parts of the Bidders' data without any proprietary constraints).
- l) The technological solutions will produce reports that contain the following information; and allow the County to access/view this data in real-time:
- Employee Tracking: Automated scheduling, time/ attendance, security officer post check-in, automated time collection; attendance verification; invoicing, and billing; employee number, job number, and oversight; real-time monitoring of security vehicle locations, including virtual fence alarms and speed designation alarms; immediate open-post notification; track patrol to specified schedule and frequency.
 - Crime Statistics: Crime trends, crime tracking to include identifying high incident station/areas, types of incidents, descriptions of incidents, etc.
 - Incident/Accident: National Transit Database (NTD) 405 reports, Maintenance Request Report/potential safety hazards; immediate notification upon observation of a potential safety incident, or when an accident occurs; transmission of images associated with incidents/accidents; notification provided immediately via application, phone, text, or email message.
 - Training/Refresher Training Tracking: Including web-based training portal for online training of staff, drug/alcohol standards and testing results per FTA requirements, to allow the County to track training as needed.
 - Documentation/Resources: To allow the County to review Post Orders, Emergency Management Plans, updated Security Bulletins, Be-On-The-Lookout (BOLO), etc.
 - Biometric Time Keeping: The biometric system has the capability of sending an alert to the awarded Bidder in the event a piece of equipment malfunctions. A procedure is in place for the replacement of equipment within 8 hours of the detection.

3.4 MINIMUM REQUIREMENTS AND QUALIFICATIONS OF PERSONNEL**1. Minimum Requirements of All Personnel**

Awarded Bidder shall ensure that all licenses, certification and other personnel requirements will be maintained throughout the term of the Contract. Awarded Bidder will assume all costs associated with complying with the personnel requirements, including recruiting,

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screening, medical examinations and background checks. All levels of security personnel will meet the requirements:

- a) **Citizenship Status:** Will 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 will consist of a birth certificate, or appropriate naturalization or residency documentation. The County reserves the right to perform checks to verify the above required information.
- b) Will be at least 19 years of age.
- c) **Proficiency in the English Language:** Will be able to communicate (verbally and in writing) in English. Will 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.
- d) **Medical Test and Health Requirements:** Will successfully complete medical and psychological examinations performed by a licensed practitioner 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).
- e) **Criminal Background Checks:** Will pass the FDLE and NCIC background check in accordance with Florida Statute 311.12. The awarded Bidder shall assume all costs for the background checks. The County reserves the right to use social media to acquire additional background information on any security personnel.
- f) The County reserves the right to require any of the awarded Bidder's 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 awarded Bidder will pay the costs for the examination and the County will not be billed for said examination. If an employee refuses to submit to the examination or fails the examination, that employee will not provide service to the County under this Contract. All employees involved in an investigation will 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 will be approved by the County Contract Administrator or designee.

2. Specific Personnel Qualifications and Requirements

Armed Security Officer (includes Metrorail patrol, Metromover rovers, Park and ride patrols, officers in parking facilities, officers at bus depots, bus yards, and school patrol). Awarded Bidder shall ensure that armed security personnel meet the following requirements, in addition to the minimum requirements specified in Section 3.4(1) above:

- a) Have a valid Class "D" license.
- b) Have a valid firearms ("G") license and a 12-gauge pump action shotgun waiver.
- c) Have a valid State of Florida Driver's license.
- d) Have a minimum of three years of experience as a:
 - full-time sworn civilian police officer, or
 - military police officer, career military, or
 - correctional officer (sworn with powers of arrest), or

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- armed security officer.

Armed Security Supervisor (include shift supervisor, sector supervisor, Metromover supervisor, facilities supervisor, and revenue supervisor). Awarded Bidder will ensure that armed security supervisors meet the following requirements, in addition to the minimum requirements specified above:

- a) Have a valid Class "D" license
- b) Have a valid Firearms ("G") license and a 12-gauge pump action shotgun waiver
- c) Have a valid State of Florida Driver's license.
- d) At least one year of experience as a security personnel supervisor
- e) Have a minimum of three years of experience as a:
 - full-time sworn civilian police officer, or
 - military police officer, career military, or
 - correctional officer (sworn with powers of arrest, or
 - armed security officer.

Project Manager

The awarded Bidder shall ensure that the project manager meets the following requirements:

- a) Have a valid "MB"/"M" (Manager of a Security Agency)
- b) Have a valid State of Florida Driver's license
- c) Have a bachelor's degree and a minimum of two years of experience in the management and operations of security or police services within past five years.

Note: The Project Manager shall physically work on-site (4th floor, Stephen P. Clarke Center (SPCC) Building) during normal business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m.

Crime Analyst

In addition to the minimum requirements specified above, the awarded Bidder shall ensure that the crime analyst meets the following requirements:

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

Note: the Crime Analyst shall physically work on-site (4th floor, SPCC Building) during normal business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m.

Unarmed Dispatcher

In addition to the minimum requirements specified above, the awarded Bidder shall ensure that the dispatcher will meet the following requirements:

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

Note: The Dispatcher shall physically work on site (5th floor, SPCC Building) during hours of assigned operation.

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3. Training Requirements

The awarded Bidder shall offer the following training as outlined below. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate all training. All costs associated with training will not be billable to the County or MDT.

- a) Trainers will be approved by the County.
- b) All trainers will 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 trainers will be submitted to the County prior to the training for approval.
- c) Ensure that the following trainings are provided to all personnel. In all cases regarding training and the requisite examinations, the awarded Bidder shall ensure that all training afforded personnel required to perform the services specified herein conforms with Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time.
- d) Employee Orientation Training (8 Hours)
- e) Site Orientation (24 hours)
 - General and specific post orders for the facility,
 - Policy and specific procedures for responding to emergency alarms, threats of sabotage, fires, incendiary devices, track emergencies, and suspicious packages,
 - Policy and specific procedures for viewing CCTV cameras through the EVMD, and responding to viewed locations.
 - Procedures for access control, trespass, and policy on fare media and station entry,
 - Operation of the security system within the facility,
 - Operation of the station's Emergency Trip Station (ETS), fire suppression equipment and alarms.
- f) MDT Safety (8 hours)
 - MDT will provide Metrorail and Metromover safety training (attendance is mandatory). All personnel assigned to the Contract will attend and successfully complete the Safety Training Course. No employee will 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.
- g) Additional Training (40 hours)
 - Basic orientation;
 - Transit operations laws, rules, and regulations;
 - Overview of the County Contract;
 - On-Site procedures;
 - Post orders, duties, and responsibilities;
 - Miami-Dade County Code Chapter 30-B, Transit Agency Rules and Regulations;
 - Legal aspects of the job including authority, authority to detain, preservation of scene, courtroom testimony, etc. Officers do not have powers to arrest.;
 - Legal issues concerning suspicious and criminal activity, search and seizure, misdemeanors, and felonies;
 - Professionalism, and courtesy;

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- Customer service;
 - Sensitivity training;
 - Americans with Disabilities Act (ADA) Compliance;
 - Tourist assistance;
 - Overview of the County's Transit System including routes, fare structure, fare collection and associated systems, stations, etc.;
 - Route information;
 - Conflict management;
 - Site specific equipment, features;
 - Interpersonal skills and human relations;
 - Interpersonal skills, courtesy, and safety processes when dealing with the elderly, people with special needs, people with mental illness, and/or people with disabilities
 - Bomb threats;
 - Suspicious persons/activity;
 - Photography at MDT facilities;
 - Managing aggressive behavior/Crisis Management;
 - Use-of-Force;
 - Evacuation procedures;
 - Fire emergency procedures; and
 - Revenue loss prevention.
- h) Patrolling Techniques
- Vehicle safety;
 - Shift work and sleep adjustment;
 - Using senses, staying alert;
 - Avoiding distractions;
 - Foot patrols; and
 - Vehicle, bicycle, and golf cart patrolling techniques.
- i) First Aid/CPR
- Basic first aid and CPR.
- j) Tactical Response
- Suicide prevention;
 - Fatality on the system/train;
 - Use-of-Force;
 - Special events;
 - Crowd and traffic control;
 - Crime prevention strategies;
 - Accident prevention/safety procedures;
 - Visual Intermodal Preparedness and Response (VIPR) operations;
 - Active shooter;
 - Bomb threats and Weapons of Mass Destruction (WMD);
 - Improvised Explosive Devices (IED);
 - Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) devices;
 - Suspicious behavioral recognition;
 - Evacuation from train or station; and
 - Suspicious packages.

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- k) Emergency Preparedness
- Reporting breaches/vulnerabilities in safety and security;
 - Terrorism awareness;
 - Hurricane Plan;
 - National Incident Management System (NIMS);
 - Crime scene;
 - Recovery after an emergency; and
 - Hazardous materials.
- l) Communication Techniques
- Two-Way radio communications;
 - Report writing;
 - Professional communications (Written and Oral) with the public, media, and County administration;
 - Call Signs, Q-Codes, Radio Signal Codes (conforms to codes used by the Miami-Dade Police Department);
 - Dispatching/TRANSITWATCH;
 - Radio/Status checks;
 - Use of the radio communication system specified herein; and
 - Telephone communication.
- m) Drug and alcohol policy and procedures.
- n) Policy on random drug testing.
- o) Training on drug and alcohol.
- p) Policy on drug and alcohol (Policy and training must comply with all Federal Transit Administration (FTA) and Department of Transportation (DOT) regulations for drug and alcohol testing of safety sensitive employees in the transit environment/industry.)

The awarded Bidder will provide a written examination at the end of the training session noted above to ensure the officer has mastered the material and is proficient and knowledgeable in the material presented. The officer will earn a passing score of no less than 75% to be allowed to perform services under this solicitation. Officers earning under 75% may be allowed to attend the course again and be retested a maximum of one (1) time. All examinations will be maintained by the awarded Bidder and made available to the County.

Firearms and Weapons Training (no less than 28 Hours)

The awarded Bidder will ensure that armed personnel receive firearms 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. All armed personnel assigned to this Contract will receive lethal and non-lethal weapons training. The Firearms training will include, at a minimum:

- a) Use of a semi-automatic handgun;
- b) Expandable baton;
- c) Handcuffs; and
- d) Unarmed combat.

The awarded Bidder will ensure that dangers and liabilities involved for each weapon will 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. In all cases regarding firearms and

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weapons training and the requisite examinations, the awarded Bidder will ensure that all training afforded personnel required to perform the services specified within this solicitation conforms with Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time. At minimum, the awarded Bidder will provide the following training curriculum:

Legal Aspects of the use of Firearms

- a) Chapter 493, Florida Statutes
- b) Chapter 775, Florida Statutes
- c) Chapter 776, Florida Statutes
- d) Chapter 790, Florida Statutes
- e) Civil and Criminal Liability
- f) An examination on the Legal Aspects of the use of Firearms

Operational Firearms Safety

- a) General Safety Rules in Handling Firearms
- b) Proper Wearing and Storage of the Firearm
- c) Safety Rules When Firing the Firearm
- d) Semi-Automatic Safety Standards
- e) Operating the Firearm
- f) General Storage of the Semi-Automatic Firearm
- g) Holsters (focused discussion on the use of the double retention holster)
- h) An examination on Operational Firearms Safety

Firearms Mechanical Training

- a) Types of Semi-Automatic Pistols
- b) Nomenclature
- c) Safety Features
- d) Rendering the Semi-Automatic Pistol Safe
- e) Field Stripping and Inspection
- f) Function of the Semi-Automatic
- g) Semi-Automatic Pistol Stoppages
- h) Action to Clear Stoppages and Malfunctions
- i) Loading and Unloading of Semi-Automatic Pistols
- j) Care and Cleaning of the of Semi-Automatic Pistol
- k) An Examination on Firearms Mechanical Training

Firearms Range Qualification

- a) Stance
- b) Proper Grip and Draw
- c) Sight Alignment, Sight Picture, and Trigger Control
- d) Minimum Range Facility Standards
- e) Firearms Range Safety
- f) Range Procedures and Rules of Conduct
- g) Range Commands – Semi-Automatic Pistol
- h) Course of Fire

Miscellaneous Training Topics

- a) Use of the expandable baton
- b) Use of handcuffs
- c) Conducting searches of detained subjects (legal issues and safety issues)

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The awarded Bidder will ensure that armed officers will also receive training in the proficient use of a 12-gauge pump action shotgun. The awarded Bidder will 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. In all cases regarding shotgun training and the requisite examinations, the awarded Bidder will ensure that all training conforms with Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time. At minimum, the awarded Bidder will provide the following training curriculum:

Shotgun Training Syllabus

- a) Nomenclature
- b) Shotgun ammunition (to include the use of buckshot)
- c) Safety
- d) Shooting positions
- e) Mounting the shotgun
- f) Examination on the material above
- g) Qualification at a range

Specific Training For Project Manager, Supervisors and Dispatchers

In addition to the training provided to all security personnel, the awarded Bidder will provide to the project manager, supervisors and dispatcher's specific training as outlined below.

Documentation/proof of completion of the specific training will be provided to the County Contract Administrator or designee. Specific training for the below listed personnel will include, but are not limited to:

Project Manager and Supervisors

- a) Supervisory responsibilities
- b) Training skill development
- c) Leadership development
- d) Authority and control
- e) Procedures for viewing the CCTV cameras and dispatching personnel to locations per Post Orders
- f) Effective communication
- g) Handling complaints and grievances
- h) Interpersonal skills and safety processes when dealing with the elderly, people with special needs, and/ or people with disabilities or mental illnesses.
- i) Management skills for supervisory personnel
- j) Time management
- k) Motivation
- l) Ethics training

Dispatchers:

- a) Use of radio, console, and telephone
- b) Procedures for viewing the CCTV cameras and dispatching personnel to locations per Post Orders
- c) Use of Q codes and radio signal codes
- d) Computer Log

Refresher Training/Requalification

The awarded Bidder will conduct no less than four, four-hours, annual refresher training, for all security officers, supervisors, and dispatchers assigned to this Contract. The curriculum will be

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determined by the awarded Bidder and the County Contract Administrator. Each refresher training session will be no less than four hours in duration. The awarded Bidder will develop testing which will demonstrate the personnel's proficiency and understanding of the topics covered in the training. This requirement is in addition to any recertification or requalification required by Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time.

Refresher training will include presentations on the following topics:

- a) Managing transit emergencies;
- b) Recognizing/Dealing with suspicious packages, behavior and individuals;
- c) Customer service/conflict resolution;
- d) Emergency Trip Switch (ETS) locations and operation;
- e) National Incident Management System (NIMS);
- f) Active Shooter topics/scenarios; and
- g) Photography around Miami-Dade Transit Facilities.

The awarded Bidder shall ensure that each officer qualifies at least annually with the firearm approved for and used under this Contract. Class and range time will be in accordance with Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time.

Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the awarded Bidder 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 awarded Bidder will be reviewed and approved by the County Contract Administrator or designee.

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

On-Line Instruction/Special Topics/Personnel Development

In order to allow for officer growth and development, continued education, or as a means of correcting deficiencies in performance, the awarded Bidder shall institute an on-line system of course material, which may be accessed remotely via computer. As a means of validation, the awarded Bidder shall provide a means of testing and grading. Topics may include additional, in-depth material on terrorism, suspicious packages, recognizing suspicious persons and/or behavior, and other topics relevant to security in a mass transit environment. This Section shall NOT be used as a means of satisfying any REQUIRED training or refresher training as provided for in this solicitation or as required by the Chapter 493 of the Florida Statutes and Sections 5N-1.134 and 5N-1.140 of the Florida Administrative Code, as may be amended from time-to-time.

3.5 SPECIFIC TASKS AND RESPONSIBILITIES OF PERSONNEL

The awarded Bidder shall have specific tasks, responsibilities or requirements that may vary from facility to facility, and will include the following personnel:

Full-time Project Manager shall have a local telephone and cellular number(s) where the Project Manager may be reached 24 hours a day, 7 days a week, on a year-round basis. Project Manager

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will physically work on-site at 111 NW 1 Street, 4th Floor, during normal business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m. The Project Manager will:

- a) Manage and coordinate all Contract operations, prepare reports, and act as the primary point of contact with the County.
- b) Have full authority to act for the awarded Bidder on all matters related to the daily operations.
- c) Perform internal audits of procedures and policies
- d) Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
- e) Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
- f) Ensure that all personnel are properly trained prior to being assigned to a facility/post
- g) Ensure that there are sufficient cross-trained staff for backups and replacement
- h) Be knowledgeable and adhere to Contractual standards and procedures regarding weapon safety
- i) Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

Armed Security Officers shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment
- b) Report to work on time and remain on duty until relieved
- c) Maintain good personal and uniform appearance; is courteous and helpful to the public, and County personnel at all times. Will not conduct any personal activity, which detracts from a professional image. Maintain a professional posture at all times.
- d) No drinking/consumption of any alcohol and illegal substances.
- e) 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 illegal or injurious to others or to property.
- f) 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).
- g) Patrol facilities/locations, in accordance with routes and schedules established in the Post Orders.
- h) View all CCTV cameras through EMVD and respond to incidents per the established Post Orders.
- i) Maintain control of the supplied, electronic viewing device at all times.
- j) Raise and lower flags at designated times as applicable.
- k) Verify the security of safes and other areas where equipment or materials of value are stored.
- l) Lock and unlock gates and doors at designated times.
- m) Turn up lighting at the beginning of each business day to permit ingress of employees, awarded Bidder and authorized personnel, reduce and/or turn off lighting as required.
- n) Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- o) 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.
- p) 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.
- q) Perform minor operations (e.g. repair stuck gate) and/or record data in connection with the operations of facility utility systems.

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- r) Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel of the facility.
- s) 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.
- t) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
- u) Detain within legal limits any individuals suspected of damaging property or injuring others, for further investigation or arrest by local law enforcement agency.
- v) Operate a motor vehicle/motorized cart, where required.
- w) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- x) Maintain all accounts of daily operations.
- y) Assist other security personnel as required.
- z) Follow Lost and Found procedures in a manner that allows the public to claim lost items.
- aa) Provide direction to other security personnel when such authority is delegated by Post Orders, their immediate supervisor, or the County Contract Administrator or designee.
- bb) Use good judgment and treat passengers and other personnel in respectful and sensitive manner.
- cc) Communicate clearly through the use of Public Announcement System to the public as required.
- dd) Direct traffic, control parking, issue parking violation warnings as authorized by the County Contract Administrator or designee.
- ee) Be alert at all times and will not:
 - Fall asleep;
 - Read newspapers, magazines, or other non-work materials while providing services to the County;
 - Utilize cellular phone except in the case of an emergency;
 - Utilize any unauthorized devices, except as required by the County. These include electronic devices such as portable music players, televisions, DVD or CD players;
 - Utilize any form of County property for personal use unless expressly approved by the County Contract Administrator or designee. Officers will be held responsible for any of the above four violations and Liquidated Damages/Infraction fees may be assessed.
- ff) Within legal limits of Florida State Statutes, conduct searches of individuals.
- gg) Operate an entrance and control post. Officers will operate and enforce a system of personnel identification cards and record names of all personnel wishing to enter a facility after normal working hours.
- hh) Safeguard and protect all existing structures, utilities, services, roads, trees, shrubbery, etc. against damage or from interrupted service.
- ii) Refuse acceptance of any mail or packages, unless with the written authorization from the County's Building Manager or facility contact person.
- jj) Communicate effectively with the public and County personnel.
- kk) Perform Cyberpoint check-ins as required in Post Orders.
- ll) Perform other duties as assigned.

Rail Patrol Personnel shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment
- b) 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.

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- c) 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 will repeat the patrol in the opposite direction. At no time will any officer remain positioned in one vehicle unless it is to detain a suspect or remove a suspect from said vehicle.
- d) Courteously enforce all applicable federal, state, and local laws and ordinances, including, but not limited to:
 - Asking passengers to remove their feet from seats, and refrain from eating in the vehicle,
 - Ensuring there is no smoking or loud music inside the moving Metrorail vehicle,
 - Remaining vigilant for criminal activity against passengers or County assets,
 - Detaining individuals committing criminal acts,
 - Remaining vigilant for suspicious packages or activities.
- e) 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 b) through d) above. While waiting for the train, the office shall patrol the platform and follow Step d) above. Rail Patrol Sectors and/or patrol assignments will be determined by MDT, and are subject to change.
- f) View all CCTV cameras through EMVD and respond to incidents per the established Post Orders.
- g) Maintain control of the supplied, electronic viewing device at all times.

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

School Patrol Personnel shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment
- b) Monitor activities at specific stations on the platform during school days.
- c) Perform Cyberpoint check-ins as required in Post Orders.
- d) 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. Enforce all applicable federal, state, and local laws, including, but not limited to:
 - 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,
 - Asking passengers to sit on the platform benches and not lie prone
 - Ensuring there is no smoking or loud music on the platform
 - Remaining vigilant for criminal activity against passengers or County assets
 - Detaining individuals committing criminal acts, and
 - Remaining vigilant for suspicious packages or activities.
- e) 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.

Park and Ride Lot Security Officers shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment.
- b) Secure the safety and security of patrons utilizing MDT's parking facilities and their vehicles.
- c) Perform Cyberpoint check-ins as required in Post Orders.
- d) Depending on the size and complexity of the parking facility, patrol facility by motorized vehicle, gasoline powered golf cart, bicycles or on foot.

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- e) Enforce all applicable federal, state, and local laws, including, but not limited to:
- Ensuring patrons using the facility are safe while walking to buses or trains;
 - Asking loiterers to leave the premises;
 - Watching and mitigating potential acts of vandalism or theft of vehicles;
 - Reporting abandoned or suspicious vehicles to Sector Supervisors;
 - Ensuring there is no removal of vehicles without proper documentation;
 - Remaining vigilant for criminal activity against passengers, passenger assets, or County assets;
 - Detaining individuals committing criminal acts, and
 - Remaining vigilant for suspicious packages or activities.

Bus Depot and Bus Yard Officers shall:

- a) Report to work on time and remain on duty until relieved
- b) Maintain good personal and uniform appearance; is courteous to the public, and County personnel at all times. Officers will not conduct any personal activity, which detracts from a professional image.
- c) Patrol the bus depot for the purpose of detecting and preventing individuals or groups from committing acts, which are injurious to others or to property.
- d) View all CCTV cameras through EMVD and respond to incidents per the established Post Orders.
- e) Maintain control of the supplied, electronic viewing device at all times.
- f) 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).
- g) Patrol the bus depots in accordance with all directives in the Post Orders.
- h) Perform Cyberpoint check-ins as required in Post Orders.
- i) 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.
- j) 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.
- k) Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel of the facility.
- l) 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.
- m) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
- n) Detain within legal limits any individuals suspected of damaging property or injuring others, for further investigation or arrest by local law enforcement agency.
- o) Maintain order and uses good judgment and discretion in handling unruly public.
- p) Maintain daily log and writes daily reports, incident reports, and non-employee injury reports.
- q) Assists other security personnel as required.
- r) Follow Lost and Found procedures in a manner that allows the public to claim lost items.
- s) Provide direction to other security personnel when such authority is delegated by Post Orders, their immediate supervisor, or the County Contract Administrator or designee.
- t) Be alert at all times and will not:
- Fall asleep;
 - Read newspapers, magazines, or other non-work materials while providing services to the County
 - Utilize cellular phone except in the case of an emergency

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- Utilize any unauthorized devices, except as required by the County. These include electronic devices such as portable music players, televisions, DVD or CD players.
- Utilize any form of County property for personal use unless expressly approved by the County Contract Administrator or designee.

Officers will be held responsible for any of the above violations, and Liquidated Damages/Infraction Fees may be assessed.

- u) Within legal limits of Florida State Statutes, conduct searches of individuals.
- v) Safeguard and protect all existing structures, utilities, services, roads, trees, shrubbery, etc. against damage or from interrupted service.
- w) Communicate effectively with the public and County personnel.
- x) Perform other duties as assigned.

Metromover Patrol Personnel shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment
- b) 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.
- c) 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 criminal/illegal/suspicious activity is taking place. Upon arrival at each station, the Metromover patrol shall observe the platform and ensure no criminal/illegal/suspicious activity is taking place.
- d) Patrol the platform, ground level, and any other levels as required to mitigate acts of crimes against patrons or County property.
- e) View all CCTV cameras through EMVD and respond to incidents per the established Post Orders.
- f) Perform Cyberpoint check-ins as required in Post Orders.
- g) Maintain control of the supplied, EMVD at all times.
- h) Enforce all applicable federal, state, and local laws, including, but not limited to:
 - Asking passengers to remove their feet from seats, and refrain from eating in vehicle;
 - Ensuring there is no eating, smoking or loud music inside the moving Metromover vehicle
 - Remaining vigilant for criminal activity against passengers or County assets
 - Detaining individuals committing criminal acts; e) remain vigilant for suspicious packages or activities.
- i) 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 patrol. While waiting for the Metromover conveyance, the officer shall patrol the platform. 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 Metromover Patrol officer from assisting with an incident elsewhere in the system.

Sector Supervisors

Metrorail security is divided into four security sectors. The awarded Bidder will provide one armed supervisor for each of the four Metrorail sectors, who will be responsible for the oversight of that sector. Similar supervisory level position will be provided for Metromover. Supervisors will be primarily assigned as sector supervisors or shift supervisors. The level of supervision provided by the awarded Bidder will be sufficient to visit each on-duty post twice per shift. The County

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estimates that the awarded Bidder's supervisory staff can adequately supervise the Metromover and Metrorail posts with a minimum of six supervisors per shift: five supervisors for Metrorail, and one supervisor for Metromover.

Sector Supervisors shall:

- a) Maintain a professional atmosphere, and law and order, within areas of assignment
- b) Respond to on-site emergencies.
- c) Respond to incidents or unusual occurrence, as requested by the County Contract Administrator or designee.
- d) Make on-site inspections, answer questions, and offer advice during the shift, when security officers are on duty.
- e) Perform Cyberpoint check-ins as required in Post Orders.
- f) View all CCTV cameras through EMVD and respond to incidents per the established Post Orders.
- g) Maintain control of the supplied, EMVD at all times.
- h) Provide technical and administrative advice on each shift.
- i) Ensure proper assignment coverage. If a post cannot be covered, the awarded Bidder must immediately notify the MDT Office of Safety and Security.
- j) Provides on-the-job training to each officer until assignment is fully understood, and prior to placing said individual on the assignment.
- k) 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.
- l) 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.
- m) Respond to request of subordinates for assistance.
- n) Consistently exercise leadership, and oversight to ensure conformance with procedures.
- o) Maintain good personal appearance.
- p) Update and explain post procedures.
- q) Have working knowledge of radio procedures, codes, and is able to train security officers in the same.
- r) Drive a motor vehicle as required.
- s) Conduct internal investigations and address complaints.
- t) Complete all necessary reports specified in the Contract. The original completed report must be forwarded to MDT Office of Safety and Security.
- u) Review, correct, and approve subordinates' reports.
- v) Have knowledge of local jurisdictions and who to call when incidents occur.
- w) Have a working knowledge of each assignment covered by the awarded Bidder and will train newly assigned officers on assignments.
- x) Maintain facility log books at each facility.
- y) 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.
- z) 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.

Shift Supervisors

The awarded Bidder shall provide shift supervision for active, on-duty supervision for every shift covered by the awarded Bidder on a 24-hour per day, seven days per week basis. These shift

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supervisors will be armed and equipped with vehicles. The shift supervisors will 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. The Shift Supervisor will view all CCTV cameras through their EMVDs and respond to incidents per the established Post Orders, and maintain control of the supplied, EMVDs at all times. Only one (1) shift supervisor will be required per shift. All personnel, excluding Project Manager and Crime Analyst, will report to the Shift Supervisor.

Crime Analyst

The awarded Bidder 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:

- a) Identify evolving or existent crime patterns and series.
- b) Forecast future crime and incident trends.
- c) Perform target profile analyses.
- d) Provide data to support departmental planning activities.
- e) Use of methods, practices and procedures involved in processing and maintaining Uniform Crime Reporting Statistics.
- f) Prepare and conduct presentations of statistical reports to staff and internal forums.

Dispatcher

The dispatch function will 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 Bidder and MDT. Work may include, but not limited to the following:

- a) Receive calls for service from security personnel in the field via two-way radio.
- b) 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.
- c) 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.
- d) Coordinate the movement of multiple security personnel engaged in pursuit tactics or responding to life or death situations.
- e) Operate a computer based, Harris P25/EDACS/OpenSky 700/800 MHz trunked portable mobile or control station radio to control talk groups and or conventional channels.
- f) Coordinate multiple tasks simultaneously, using judgment to make operational decisions based on information regarding available personnel.
- g) 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,

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court times, assigned areas of special patrols and responsibilities, and procedural differentiation's for each MDT location.

- h) Perform Radio Checks with field personnel to ensure presence and attention.
- i) Perform minor maintenance tasks associated with the position, for example, resetting computerized dispatch systems, preparing malfunction reports for radio frequency or equipment repairs.
- j) Answer telephone calls for the dedicated TRANSITWATCH line and coordinates response with security personnel.
- k) Monitor CCTV to identify areas of concern and direct security/response personnel to mitigate.

3.6 POST ORDERS

The awarded Bidder shall:

- a) Meet with the County Contract Administrator to develop site specific Post Orders. These site-specific Post Orders will 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 renewals or extensions 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:

- a) Facility/Building information (e.g., operating hours, chain of command)
- b) Building rules and regulations
- c) Operation of equipment
- d) Roving patrol routes, schedules, and duties
- e) Vehicular traffic control
- f) Access control procedures
- g) Emergency response procedures
- h) Security and fire control/alarm systems
- i) CCTV camera locations and CCTV viewing procedures/response through EMVD
- j) Hazardous conditions, inspection/reporting
- k) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- l) Procedures for raising, lowering, and half-mast U.S. and other flags as applicable
- m) Safeguarding persons and property
- n) Minimum number of hours for site orientation training, in addition to courtesy, sensitivity, and customer service training

3.7 SECURITY OFFICER ROTATION

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

3.8 RELIEF /BREAK PERIODS

The awarded Bidder shall:

- a) Ensure that security officers do 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) Ensure that security officers are provided breaks as required by Federal and Florida State law, at no cost to the County

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- 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/infracton fees or a non-performance being issued.

3.9 EMERGENCIES

During emergency operations, which may include, but are not limited to hurricanes, floods, other acts of nature, civil unrest, acts of terrorism, awarded Bidder's 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 will return to their normal assignments. No additional cost will be charged to the County for such diversion, and the awarded Bidder will not be penalized by the County for the normal daily work not completed due to any emergency. Incidents of this nature will be reported in accordance with procedures outlined in the facility post orders or emergency procedures. The County will notify the awarded Bidder if and when to suspend scheduled service for the duration of such emergency. The awarded Bidder will 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 awarded Bidder will 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. The awarded Bidder shall submit to MDT the following plans specific to security service operations for MDT.

- a) Hurricane Plan
- b) Continuity of Operations Plan (to include contingencies for replacement or additions of security personnel and management staff and continuing dispatch operations)
- c) Active Shooter Response Plan

3.10 CHANGE IN ASSIGNMENT

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

3.11 REMOVAL OR APPROVAL OF PERSONNEL

The County Contract Administrator or designee:

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

3.12 ADDITIONAL SERVICES/EXTRA 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 as requested by the County Contract Administrator. This may include additions, reductions or deletions to the hours, type, or value of the services required. The Bidder understands and agrees that the amount to be paid by the County for additional services will be computed on the basis the price schedule.

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No additional services will be performed except as pursuant to written orders of the County Contract Administrator expressly identifying the work as an additional service.

The County may request investigative services and 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.

If investigative services are needed, the County will prepare a scope of work and the awarded Bidder will submit a cost proposal including all price related to furnishing the investigative services. Thereafter, the County Contract Administrator and the awarded Bidder shall agree to a not-to-exceed number of hours and price for the requested investigative services. In no event will the awarded Bidder perform any additional services unless the County issues a written notice to the awarded Bidder to proceed with services.

3.13 INABILITY OR REFUSAL TO PROVIDE ADDITIONAL REQUESTED SERVICE

The awarded Bidder shall provide additional services when requested. If unable to provide these additional services, 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. Any costs incurred by the County as a result of inability or refusal will be the responsibility of the awarded Bidder. In addition, the awarded Bidder may incur liquidated damages or infraction fees.

3.14 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (Overtime)

The County will attempt to give the awarded Bidder eight (8) hours of notice for coverage changes resulting in new assignments. If it is not possible to give eight (8) hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the awarded Bidder 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.

3.15 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

The awarded Bidder agrees that the security officers will 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 awarded Bidder (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. Violations of this 16-hour work limitation may result in infraction fees.

3.16 CENTRAL DISPATCH CENTER (Center)

The County will provide office space for the Central Dispatch Center at the SPCC, Metrorail Central Control, located at 111 NW 1 Street, 5th Floor, where the awarded Bidder will operate its Dispatch Center. This requirement will not be waived.

This Center will be staffed 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 will 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 will not be accepted to satisfy this requirement. The Central Dispatch Center responsibilities will not be outsourced (subcontracted) to

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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. The awarded Bidder will provide the following for the Center, at no cost to the County:

- a) All computer hardware and necessary software application to perform dispatch and event logging/recording functions. All dispatch communications will be recorded in a format easily retrievable by event characteristic, i.e., date, time, location, etc. The recording must be in a format which can be exported to a file for remote forensic review.
- b) All electronic equipment and all respective software to perform the intended functions.
- c) All Log Books, Log Event Sheets, stationery, and required office supplies, or other equipment for log maintenance.
- d) Dispatch/Console radios (refer to Section 2.19 for requirements) at minimum, three headsets to enable communication by the dispatch staff.
- e) Network connectivity between the Center and the awarded Bidder's on-site office Project Manager at 111 NW 1 Street, 4th Floor. This connection will allow electronic communication between the awarded Bidder's on-site management staff and the Center. Note: The County will provide the on-site office for the awarded Bidder's on-site Project Manager.
- f) One color printer.
- g) All computer hardware and software needed to adequately view the County's CCTVs.

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

3.17 LOCAL MANAGEMENT OFFICE

The awarded Bidder shall have and maintain, throughout the term of the Contract, a local management office in Miami-Dade County. All records pertaining to the administration and management of the Contract will be maintained at local office and are subject to inspection by the County.

The awarded Bidder shall maintain, at minimum, the following records at the local office:

- a) All financial records relating to the Contract, including: invoices, employee payroll records, associated back-up records, ledgers, etc.
- b) Records of reported activities at MDT locations.
- c) Incident Reports, Accident Reports, Unusual Occurrence Reports
- d) Quality Assurance Plan
- e) Copies of all audits, internal investigations resulting from this Contract
- f) Employee Personnel File
- g) Maintain a copy of all disciplinary actions taken against its personnel, assigned to provide services to the County, for all infractions committed.
- h) Files will contain copies of but not limited to the following documents:
 - FDLE and NCIC background check
 - Medical examination, including drug test results, which will be updated, on a yearly basis and psychological results
 - Training test results along with a copy, as proof of completion of training
 - Proof of education and experience
 - State Security Officer licenses "D" and "G"
 - Employment application and verifications of prior employment
 - Polygraph examinations reports, as applicable
 - Proof of certification for Law Enforcement experience

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- A copy of DD-214 Long form for Military and Coast Guard experience
- A copy of a valid State of Florida Drivers license
- A copy of a five (5) year Drivers history
- Proof of Citizenship, Resident Alien card or Work Permit
- Any discipline given to the employee

3.18 COMMUNICATION SYSTEM

The awarded Bidder shall have a communication system that meets or exceeds the requirements as specified below:

Handheld Radios

Meet the following requirements: Harris P25/EDACS/OpenSky 700/800 MHz trunked portable radio.

Dispatch/Console Radios

Meet the following requirements: Harris P25/EDACS/OpenSky 700/800 MHz trunked portable, mobile or control station radio capable of intra-agency and inter-agency communication.

Quality of Radios

- a) Implement a program of maintenance and repair for all equipment to be used in providing services to the County. Program will ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified herein.
- b) Awarded Bidder to provide a Maintenance Plan for the radios, and have a minimum, of 100 additional radios with batteries and chargers readily available in the event of any emergency, special event, scheduled maintenance or replacement of radios, natural disaster, or any other situation where additional radios would be needed in an expeditious manner. Malfunctioning radios will be replaced within four (4) hours.
Note: The purchase of the additional 100 radios with batteries and charges shall be the sole responsibility of the awarded Bidder.
- c) Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the awarded Bidder to implement a system by which fresh batteries, or charged 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).

Radio Infrastructure

- a) The radios will be programmed by the County and all costs will be borne by the awarded Bidder. The awarded Bidder will be responsible for an annual Infrastructure Fee to operate on the radio system. This fee is charged per month, per radio. The fee is currently \$22.00 (per radio, per month), and is subject to change each year. The fee will be billed on or about November of each calendar year and covers the entire fiscal year of the County (October-September).
- b) 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.
- c) The awarded Bidder will be required to conform with the terms of the Memorandum of Understanding for operating on the County's radio system.

3.19 BIOMETRIC TIME KEEPING SYSTEM

The awarded Bidder shall install, have, and maintain, at its sole expense, a biometric time-keeping system at each MDT post of assignment. This equipment will be installed and fully operational as

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designed within 48 hours of Contract commencement date, after written approval by MDT of installment locations.

The awarded Bidder, shall:

- a) Provide an exclusive Biometric time keeping system to record the starting and completion time for work hours of the awarded Bidder's employees at each security post assignment. Once an employee logs in to the system using fingerprint, and/or other approved biometric features, these will be used to verify the employee's identity. Proposed biometric systems will be highly accurate and capable of confirming the identities of large populations within a short period of time. The biometric time-keeping system proposed by the awarded Bidder will be fully integrated into the payroll processing, which will serve as the foundation to bill and invoice the County/MDT for security services performed.
- b) 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 will not rely on any County equipment, connectivity, or systems (other than the available electrical power supply) for its operation.
- c) Biometric Time Keeping System will be integrated with the provider's open-architecture analytical software to provide the awarded security firm and MDT with online access to timekeeping, invoicing, and the ability to provide real-time monitoring of all security staff as they arrive and depart from shifts. The awarded Bidder shall utilize integrated software that notifies them that staff has not "clocked in" and there is a potential for an open post. The awarded Bidder will ensure that staff is available to secure the opening.

The awarded Bidder shall:

- a) Assume all costs associated with installation and operation of the Biometric Time Keeping System.
- b) 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.
- c) Will submit invoicing that is tied to the reports generated from the Biometric time keeping system.
- d) Awarded Bidder shall replace defective biometric readers within eight (8) hours of the unit becoming non-operational.

Note: Data collected by the Biometric system will be unalterable by the awarded Bidder. Corrections or modifications to billing or invoices will be made in writing to the County/Miami-Dade Transit with an explanation.

3.20 BIOMETRIC TIME KEEPING SYSTEM LOCATIONS

Metrorail and Metromovers:

The County requires Biometric time keeping units at all 23 Metrorail Stations, and at the Metromover School Board Station. Personnel assigned to the following locations will use the units at the applicable station:

- a) Metromover Downtown (inner) Loop: Government Center Metrorail Station unit.
- b) Metromover Omni Loop: Metromover School Board Station
- c) Metromover Brickell Loop: Metrorail Brickell Station unit.
- d) Busway: Metrorail Dadeland South Metrorail Station unit.

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).

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3.21 UNIFORM REQUIREMENTS

The awarded Bidder shall provide uniforms and equipment to each employee, at the beginning of the Contract and maintain throughout the term of this Contract. The awarded Bidder will be responsible for the quantity and quality of uniforms and other required equipment used by its personnel in providing services to the County. Full uniform 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 awarded Bidder shall replace uniforms not meeting appearance standards as determined by the County. Equipment will 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:

- a) Uniform style trousers;
- b) Button down collared shirt, short and long sleeve;
- c) Duty Belt – 1 ½ nylon solid black belt;
- d) Belt Keepers;
- e) 4-inch Tactical Nylon Black Boots (Laced) – with a composite shank safety toe;
- f) Threat Level 3A Bullet Resistant Vest. Vest must comply with the most current National Institute of Justice (NIJ) standards for ballistic resistant body armor. All armed personnel must be issued a bullet proof vest. At the awarded Bidder's 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);
- g) Equipment Belt – Ballistic Nylon, 2 1/4" police style, with carriers for other equipment, uniformed personnel only;
- h) Shoulder patches to indicate the awarded Bidders name will be sewn on and worn on both shoulders of the uniform shirt. No other identification relating to the company name of the awarded Bidder shall be worn or displayed on the uniform, except on a uniform hat;
- i) Badge to be worn over left shirt pocket area;
- j) Nametags should be worn over the right side;
- k) 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 awarded Bidder's company name, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the awarded Bidder along with company patch sewn to the jacket. A wind-breaker shall not substitute for the issuance of a cold-weather jacket;
- l) 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 awarded Bidder's 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);

3.22 GROOMING/APPEARANCE REQUIREMENTS

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

- a) No facial hair (beard, goatee, mustache) shall be allowed.
- b) Male personnel hair styles shall be conservative and evenly trimmed. Hair length may not extend downward more than ½ 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.
- c) Sideburns may not extend beyond the bottom of the ear.

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- d) No ear-rings shall be worn while on duty by male personnel
- e) Excessive jewelry shall not be worn on duty. Rings, other than wedding/partnership bands, shall not be worn.
- f) No item shall be worn around the neck unless expressly approved by the County Contract Administrator.
- g) Tattoos of an offensive nature (pornographic, racial, etc.) shall be covered while on duty.
- h) 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.
- i) 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 ¼ inch in diameter.
- j) 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.

3.23 EQUIPMENT REQUIREMENT FOR SECURITY OFFICERS

Equipment for Security Officers/Security Supervisors/Majors/Rail Patrols/Metromover Patrols/Bus Depot Officers/Park and Ride Lot Security Officers/School Patrols

The awarded Bidder shall ensure that, except as specifically noted, Security Officers and supervisors be equipped with the following items while on duty:

- a) Handheld radios (refer to Section 3.18)
- b) Handcuffs with key.
- c) Flashlight; heavy-duty.
- d) Double action, unmodified 9mm semi-automatic pistol of a reputable manufacturer (e.g., Glock), and ammunition that meets State statutes. Ammunition shall be standard factory (not reloaded), manufactured and packaged ammunition.
- e) A minimum of two, unmodified magazines with a capacity not to exceed 12 rounds of ammunition.
- f) A weapon dual/double 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 retention holster.
- g) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes.
- h) Hardware/software to view County's CCTV's.

The awarded Bidder shall ensure that:

- 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.

3.24 ADDITIONAL WEAPON

The awarded Bidder shall provide 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 awarded Bidder will be responsible for supplying all ammunition to be utilized in the shotguns. Ammunition shall be standard factory (not reloaded), manufactured and packaged ammunition.

3.25 WEAPON SAFETY

The awarded Bidder shall provide a company-issued firearm to their Security personnel. The awarded Bidder will observe the following safeguards regarding the use of firearms at all County

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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.

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

3.26 VEHICULAR EQUIPMENT

The awarded Bidder shall provide licensed and insured motor vehicles, and off-street motorized carts (gas powered golf carts), at no additional cost to the County. The price proposed for the use of vehicular equipment shall include the cost of fuel. The awarded Bidder will not bill the County separately for reimbursement of fuel, maintenance, repairs, tires, and safety-related equipment.. The County reserves the right to determine type of vehicle, color, markings, lights, and other features. The awarded Bidder 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 awarded Bidder will receive additional compensation. The awarded Bidder will comply with all insurance requirements, 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. The awarded Bidder will provide, at no cost to the County, off-street powered, motorized carts for use only by the awarded Bidder's personnel in the provision of service. The carts shall be two-person maximum capacity only. The awarded Bidder will provide all maintenance, repairs, fuel, tires, weather protection canopies, and safety-related equipment, for the off-street carts, at no cost to the County. Carts may be added and/or removed by the County based on operational need.

The awarded Bidder, in the event of a mechanical breakdown, 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 awarded Bidder will make available the vehicles in the number and types as required for the post order.

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Notes:

- a) The cost of bicycles used for patrol purposes is capped at a one-time charge of \$600 each. Bicycles should not have a recurring monthly charge. The one-time charge shall include the cost of the bicycle, regular maintenance, repairs, etc.
- b) The County will monitor use of bicycles and recommend replacement as necessary or if warranted by the awarded Bidder's concerns. The awarded Bidder will adhere to a Preventive Maintenance schedule and prevent user abuse.

3.27 TEMPORARY STRUCTURE

The awarded Bidder shall provide temporary structures, if applicable, to protect its employees from the elements in the event of repairs, removal or relocation of the existing guard house. These structures may be for short (no more than three (3) days) or long term use. All associated support, utilities, and equipment for these structures will be the sole responsibility of the awarded Bidder. The awarded Bidder will 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 awarded Bidder 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 awarded Bidder.

3.28 COUNTY FURNISHED ITEMS

The awarded Bidder 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 awarded Bidder will 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 awarded Bidder 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 awarded Bidder to be used only in connection with providing the services herein to the County:

Keys

The awarded Bidder 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 awarded Bidder will provide adequate control and accountability for these keys. Lost keys shall result in the awarded Bidder 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 awarded Bidder. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

Cyber Keys®

The Bidder acknowledges that Cyber Keys® are programmable, electronic keys that grant the holder access permission for specific security-sensitive areas of MDT. Each Cyber Key® is programmed exclusively by MDT to issue access to the awarded Bidder's employees. Access may also be removed immediately through MDT computer generated commands. The Cyber Key® is also associated to a person-specific Personal Identification Number (PIN) which, when activated, allows MDT to query all activities associated with each specific key. Be responsible for all Cyber Keys® that are issued by the County to its personnel.

The awarded Bidder shall provide adequate control and accountability for these keys. All lost Cyber Keys® shall be reported to MDT immediately and the issuance of their replacement shall result in a charge to the awarded Bidder for its replacement.

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The Bidder acknowledges that County phones made available to the awarded Bidder'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.

County/MDT Photographic Identification

The awarded Bidder acknowledges that MDT will furnish each security officer a photo identification card. This card shall not be photocopied and shall not be transferred to any other person. Photo identification cards lost shall be reported immediately to MDT.

Electrical Power

The awarded Bidder acknowledges, where possible, the County may provide electrical service to power the awarded Bidder's equipment requiring electricity. Where electrical service is not practical or available, the awarded Bidder shall provide electrical generation to the satisfaction of all prevailing safety constraints. The awarded Bidder 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 awarded Bidder.

3.29 REPORTING REQUIREMENTS AND PROCEDURES

Awarded Bidder's 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 awarded Bidder with samples of required forms and other documentation used in reporting procedures at specific posts. The awarded Bidder will be responsible for reproducing and distributing any forms to Posts.

The awarded Bidder shall comply with the following reporting requirements and procedures:

- a) Upon being notified of an incident, accident, or unusual occurrence, the responding officer will 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 awarded Bidder will securely maintain all logbooks during the term of a Contract and any renewals or extensions thereof. The awarded Bidder will deliver all such logbooks to the County upon expiration of the Contract or at any time as required by County Contract Administrator or designee.
- b) 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.
- c) An 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.

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- d) Pertinent facts of daily events shall be written in the post logbook; however any incident that requires a report shall be verbally reported to MDT immediately, after law enforcement or fire-rescue authorities have been notified.
- e) The awarded Bidder will 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 awarded Bidder will 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 awarded Bidder will 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 awarded Bidder to ensure compliance and reporting uniformity.
- f) 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:
- Homicides (All Types)
 - Suicide and Suicide Attempts
 - Accidental Death (All Types)
 - Aggravated Assaults (All Types)
 - Bomb Threats or Threats of Terrorist Acts
 - Aggravated Battery (All Types)
 - Simple Battery and Simple Assault
 - Robbery (Armed and Strong-Arm, Including Attempts)
 - Persons Carrying Concealed Firearms (or Recovery of Abandoned Firearms)
 - Larceny (All Types, both Felony and misdemeanor, including Attempts)
 - Fare Evasions (Subjects in Custody)
 - Theft of Fire Extinguishers
 - Sexual Assaults (All Types Including Exposure and Lewd Conduct)
 - Narcotics offenses and Activity or Recovery of Narcotics Paraphernalia
 - Criminal Mischief (All graffiti and Vandalism Incidents)
 - All Acts of Civil Disturbance Which Affect Bus Maintenance facilities, Bus yards, or Park and ride Lots)
 - Industrial Accidents Resulting in Serious Injury, Death or Structural Damage
Finding Missing Persons
- g) 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 awarded Bidder'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.

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MINIMUM REQUIREMENTS FOR SECURITY GUARD SERVICES FOR MDT

- h) 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.
- i) Maintenance Repair Reports (MRR) are written reports completed by the awarded Bidder, 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
- j) Acknowledges that failure to adhere to the guidelines may result in Infraction fees and/or removal of the awarded Bidder's personnel from providing services to the County.

3.30 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 awarded Bidder. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period. The awarded Bidder'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.

3.31 ANNUAL AUDIT

Within 180 days of each anniversary of the effective date of the four year Contract, or within 120 days following termination of the Contract, the awarded Bidder shall, at no expense to the County, provide to the County, the annual Financial Billing Audit Report (Report) comparing billings made to the County with supporting documentation maintained by the awarded Bidder, 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 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 Report should be available for County review for a period of up to five years from the date the report was issued. If the Report indicates that the awarded Bidder has intentionally overbilled for its services and owes monies to the County, the awarded Bidder 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 awarded Bidder will be subject to termination of the Contract for default, at the option of the County.

3.32 INTERNAL AUDIT

The awarded Bidder 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 of the Contract. The awarded Bidder 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 awarded Bidder as well as a time deadline for correction and a plan for follow-up to ensure adherence.

County Contract Administrator or designee shall be apprised of the audit activities of the awarded Bidder. 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 awarded Bidder shall prepare and deliver to MDT an Audit Schedule. Audits shall be performed in accordance with written procedures and checklists developed by the

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MINIMUM REQUIREMENTS FOR SECURITY GUARD SERVICES FOR MDT

Bidder 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 Bidder, the report will be reviewed and approved by the awarded Bidder's Project Manager. This report shall be issued within 60 calendar 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 awarded Bidder 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 awarded Bidder 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 County Contract Administrator or designee. A summary of the annual internal audit report is to be made available to the County Contract Administrator or designee no later than 60 calendar days after the completion of the audit.

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

- a) License Renewal;
- b) Contract Compliance;
- c) Integrity of the Invoicing to MDT;
- d) Training & Certification Review/Audit;
- e) Emergency Response Planning, Coordinating, Training;
- f) Drug & Alcohol Abuse Programs;
- g) Completeness of personnel files to ensure all required documents are retained in a candidates file; and
- h) Ensure that the awarded Bidder retains all documents related to the Contract are retained in proper storage for a time period no less than five (5) years after the end of the Contract.

Notes:

1. The County Contract Administrator may add additional areas or elements as necessary.
2. 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 awarded Bidder for resolution
3. 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 awarded Bidder; however, action is at discretion of the County Contract Administrator or designee.
4. Acknowledges that the following information shall be included in the audit report:
 - Description of the audit scope.
 - Identity of the auditors.
 - Identification of persons contacted during the audit activities.
 - Summary of audit results, including a statement on the effectiveness of the elements audited.
 - Description of each reported deficiency/finding in sufficient detail to enable the Contractor and MDT to consider potential corrective action.
 - Any other observations of significance to MDT.
5. Audit Reports shall be distributed to the County Contract Administrator or designee. The awarded Bidder shall track open Audit Recommendations. Follow-up action shall be taken to verify that corrective action is accomplished. Status reports shall be used to

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MINIMUM REQUIREMENTS FOR SECURITY GUARD SERVICES FOR MDT

apprise the County Contract Administrator or designee of failure to satisfy corrective action commitments. The awarded Bidder shall make every effort to resolve and correct adverse security conditions documented on Audit Reports.

The awarded Bidder shall make available to MDT a secured portal through which the County Contract Administrator, or designee(s), may view, in real time, all schedules, time-keeping/attendance records, invoices billed MDT, all payroll records, key performance indicators, crime statistics and data reports, Post orders, emergency preparedness documentation, all training records, and all other documentation generated as a result of this solicitation. The awarded Bidder shall maintain all necessary data encryption and security measures to protect the information. The awarded Bidder shall also ensure that the County/MDT has no authorization to manipulate or modify any data maintained on the awarded Bidder's data infrastructure

3.33 QUALITY ASSURANCE PLAN

The awarded Bidder shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements of the Contract are met. The awarded Bidder will 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:

a) QAP Contractual Review Plan

The Plan will 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.

b) Corrective Action Procedures

The awarded Bidder shall have an established procedure to respond to and correct any deficiencies in service identified by the County, County Contract Administrator, or designee. The awarded Bidder will be provided a time-frame in which the corrective action shall be completed. If the awarded Bidder 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 awarded Bidder 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 awarded Bidder will result in Infraction fees/liquidated damages and/or a Vendor Non-Performance.

3.34 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 awarded Bidder of work discrepancies and deficiencies, which shall be corrected by the awarded Bidder. Infraction fees may apply.

3.35 INFRACTION FEES

The awarded Bidder 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 infraction fees will be final. The County will accomplish this by deducting the amount of the liquidated damages/infraction fees from subsequent payments due for service rendered by the awarded Bidder. Repeated violations or patterns of violations may result in a doubling or tripling of the amount of infraction fees. Any of these violations may result in awarded Bidder's personnel

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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 infraction fees shall be provided to the awarded Bidder in the form of an Infraction Report. Infraction Reports will be issued to the awarded Bidder promptly by the County Contract Administrator or designee, in order to afford the awarded Bidder time to notify the County of extenuating circumstances. Infractions may result in the following fees:

- LEVEL 1 INFRACTIONS: Infraction Fees in the amount of \$900.00;
- LEVEL 2 INFRACTIONS: Infraction Fees in the amount of \$600.00;
- LEVEL 3 INFRACTIONS: Infraction Fees in the amount of \$400.00;
- LEVEL 4 SPECIAL INFRACTIONS: Infraction Fees in the amount of \$1,000.00 for the first infraction; \$1,500.00 for the second infraction of same type, and \$2,000.00 for a third infraction of same type.

The doubling or tripling of infraction fees may occur with the involvement of the same facility, awarded Bidder's personnel and/or a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by awarded Bidder's personnel may 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 infraction fees include, but are not limited to, the following;

Level I Infractions:

- a) Late for duty
- b) Sleeping on duty
- c) Abandoning post/ Failure to report for duty
- d) Staffing Deficiencies
- e) Drinking alcohol or consuming illegal substances
- f) Failure of officer to conspicuously display/possess licenses (D & G)/Licenses are expired,
- g) Health deficiencies (any mental or physical conditions that prevent the awarded Bidder's employee from performing the required job function).
- h) Failure to make report/Failure to Sign or annotate Log Book
- i) No County Photo ID/No Contractor Photo ID
- j) Post Opened or Closed Late
- k) Not Properly Equipped
- l) No weapon or ammunition/No Baton
- m) Violations of local, State, or Federal laws, Regulations, or Ordinances
- n) No radio or inoperative radio
- o) Inadequate training
- p) Contract Section Violations
- q) Lost keys
- r) Lost cyberkey
- s) Lost ID

Level II Infractions:

- a) Failure to follow post orders
- b) Inappropriate Behavior (For example: reading, cell phone use, rudeness, and inattention to duties)
- c) Improper clock rounds
- d) Lack of Log Book/Forms/Reports

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- e) Lack of EMVD at the station
- f) Inadequate writing skills/poor verbal communication
- g) Difficulty in speaking or understanding English, and/or being understood by others
- h) Lack of Contract supervision
- i) Failure to satisfy "special request" assignments after making commitment
- j) Failure to have current Post orders on site

Level III Infractions:

- a) Improper or badly soiled uniform
- b) Vehicle irregularities
- c) No vehicle or inoperative vehicle
- d) Excessive hours on duty (not approved in advance by the County)
- e) Criminal records check not complete, or personnel assigned to a security post with criminal records
- f) Invoicing Discrepancies or Inaccuracies
- g) Unauthorized visitors on post

Special Infractions:

- a) Reassignment of any personnel previously suspended or removed from duty by the County
- b) Failure to notify the County of an arrest of personnel within time frame as specified in Paragraph 2.31(1), of this solicitation
- c) False or misleading statements by Contract personnel
- d) False statements or falsification of any of the documents required by the County.

Note: The awarded Bidder shall not pass along to its personnel any fees assessed for infractions on the Contract. Violations will not only result in infraction fees, but may constitute a violation of the Living Wage Ordinance and may be subject to additional punitive action.

3.36 PERFORMANCE MEASURES – CRIME STATISTICS

The scope of this bid is predicated on a professional security services organization to mitigate acts of crime and sabotage throughout the system and maintain a safe and secure environment for riders, employees, and the general public. To that end, it is essential that the awarded Bidder's personnel maintain a heightened state of alertness at all times while on duty. Because a proactive approach to security is essential in reducing acts of criminal mischief, one of the benchmarks to determine whether the awarded Bidder is performing will include an assessment of the Part I Crimes during a quarterly review period, as compared to the historical criminal activity. Monthly meetings will be held periodically with support agencies and the awarded Bidder to identify increasing trends in crime and take mitigating action. While it is not reasonable to expect a total or continual reduction in crime, it must be expected that criminal activity will not increase while enacting operational strategies that will reduce crime to the greatest extent possible.

MDT will analyze crimes on its system in proportion to the number of riders that utilize each mode of transportation. Each month, the MDT Office of Performance Management (OPM), publishes a report citing the number of riders that have utilized Metrorail, Metromover and Metrobus for a specific month. MDT utilizes this ridership data to determine the effectiveness of its own security operation. Similarly, the Bidder shall utilize this same benchmark in order to ensure that the policies, training, procedures and internal oversight are effective and maintaining the safety and security of the riding public.

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The following methodology will be utilized:

- a) The monthly report published by OPM will cite the number of riders that have utilized Metrorail for a specific month.
- b) This statistic will be divided by 100,000 in order to obtain the number of groups per every 100,000 riders.
- c) MDT, Office of Safety and Security will sum the total number of Part I Crimes at Metrorail Stations and Metrorail Parking facilities and, separately, at Metromover Stations.
- d) The sum of the Part I Crimes will then be divided by the number of groups per every 100,000 riders [Part I Crimes/Groups per every 100,000 riders] in order to obtain the Number of Crimes per 100,000 riders.
- e) This statistic shall be no higher than 3% of the historical, moving three year average for Metrorail and Metromover for any one month.
- f) In any month where the awarded Bidder's number of crimes per 100,000 riders is higher than the historical, moving three year crimes per 100,000 rider average for Metrorail and Metromover, MDT, Office of Safety and Security will notify the awarded Bidder that it has exceeded the benchmark and request a Plan of Corrective Action.
- g) MDT will also request a plan of corrective action for any period in which an upward trend of any specific crime/act is identified, despite the fact that the awarded Bidder may be within the Acceptable Quality Level of 3%.
- h) If the awarded Bidder's number of crimes per 100,000 riders is higher than the historical, moving three year crimes per 100,000 riders average more than twice within any six (6) month period, the CCA may, in concert with the County Internal Services Division, initiate an action of Vendor Non-Performance.

3.37 PERFORMANCE MEASURES – POST INSPECTIONS

Awarded Bidder shall be responsible for the day-to-day operation of the security services throughout MDT. The County Contract Administrator shall be responsible for ensuring that the awarded Bidder meets the requirements established within the scope of the Solicitation. To this end, MDT has established a series of Performance Measures and Metrics to ensure that the terms of the Contract are achieved and maintained.

To ensure that the awarded Bidder is achieving and maintaining the standards established in the required Quality Assurance Plan, MDT will provide for onsite monitoring to monitor the awarded Bidder's performance relative to the requirements listed herein. This section illustrates the methodology and accompanying sanctions that the County Contract Administrator, or designee, will use to evaluate the services the awarded Bidder is required to furnish

Performance of services in conformance with the Scope is essential for the awarded Bidder to receive full payment for services as identified in the Contract. Infraction Fees for identified deficiencies will reduce payments to the awarded Bidder for services rendered. Infractions Fees will be deducted. Post Inspection Report Forms will note the deficiency and associated Infraction Fee or will note that no suspicious observations were identified at the time of the inspection.

Acceptable Quality Level to Avoid Vendor Non-Performance Based on Post Inspection Reports)

- a) LEVEL I INFRACTION: Identified Violation may not equal or exceed .1 infraction per every ten Post Inspection Reports for the Review Period
- b) LEVEL II INFRACTION: Identified Violation may not equal or exceed .2 infractions per every ten Post Inspection Reports for the Review Period

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- c) LEVEL III INFRACTION: Identified Violation may not equal or exceed .3 infractions per every ten Post Inspection Reports for the Review Period
- d) SPECIAL INFRACTION: Identified Violation may not equal or exceed .1 infraction per every ten Post Inspection Reports for the Review Period

Notes:

- a) Each month, the MDT Office of Safety and Security performs a number of inspections as noted in this Contract. The total number of inspections will be divided by ten (10) to obtain the number of groups per ten (10) inspections.
- b) The respective number of Level I, II, III, and Special Infractions will be summed and divided by the number of groups per ten (10) inspections to obtain a numeral.
- c) This numeral should not equal or be greater than the Acceptable Quality Level as noted in the Acceptable Quality Level to avoid Vendor Non-Performance matrix for each respective infraction level.

For example:

- a) Assume that 700 Post Inspections were performed in a given month by MDT Security Supervisor personnel. 700 Total Inspections divided by ten equals 70 Groups of ten Inspections ($700/10=70$).
- b) Assume that five (5) Level I infractions were committed in the month being reviewed. Five (5) Level I Infractions divided by 70 Groups of ten Inspections equals .0714 Level I Infractions per 10 Inspections ($5/70=.0714$). In this case, the awarded Bidder would be within the Acceptable Quality Level as they did NOT exceed .1000 Level I Infractions per every ten Post Inspections.
- c) If however, the awarded Bidder had seven (7) or more Level I Infractions, they would not meet the Acceptable Quality Level as the level now equals 1 [7 Level I Infractions/70 Groups of ten Inspections = .1000 Level I Infractions per 10 Inspections].

3.38 PERFORMANCE MEASURES – VIDEO TECHNOLOGY

The awarded Bidder shall be responsible for viewing the entire MDT system. The awarded Bidder will:

- a) Within a ten minute time-frame, report to Dispatch any incident/alarm received/viewed by the awarded Bidder's employees' EMVD. Exceptions may be considered in the case of the awarded Bidder's employee being involved in emergency response.
- b) Ensure that a properly functioning EMVD is in each of awarded Bidder's employees' possession at all times. Replacement of a lost/stolen/malfunctioning piece of equipment shall be within 24 hours.

3.39 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 awarded Bidder'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 awarded Bidder for immediate correction and the awarded Bidder shall resubmit the corrected invoice by the following invoicing period. Failure to resubmit the corrected invoice(s) shall result in infraction fees being assessed and shall continue until submitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in infraction fees and/or a Vendor Non-Performance.

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MINIMUM REQUIREMENTS FOR SECURITY GUARD SERVICES FOR MDT**3.40 RETURNED CHECKS**

In order to ensure the maintenance of an adequate job force, payment to security guards (awarded Bidder'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.

3.41 ADHERENCE TO LAW

Awarded Bidder 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 awarded Bidder shall also adhere to the following:

- a) If an employee assigned to this Contract, or any Principal of the awarded Bidder is arrested, MDT shall be notified within 24 hours of the arrest. Failure to follow this procedure will result in infraction fees. Proper notification will consist of the following:
 - Phone call to the County Contract Administrator; if not available, then to Security Operations Center
 - Followed by a fax sent to the County Contract Administrator
 - Followed by a fax to the MDT Office of Safety and Security
- b) 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 awarded Bidder responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

3.42 COURT APPEARANCE

The awarded Bidder's personnel may be required to testify in various judicial proceedings on behalf of the County. The awarded Bidder'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 awarded Bidder at the same hourly rate as would be earned while on duty under the Contract, and the awarded Bidder shall in turn be remunerated by the County at the stipulated billing rate. The awarded Bidder 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 awarded Bidder shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Awarded Bidder'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.

3.43 ACCURATE REPRESENTATION

While the County has used considerable efforts to ensure an accurate representation of information in this bid and any related documents, all Bidders are urged to conduct their own investigations into the material facts and the County will not be held liable or accountable for any error or omission in

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MINIMUM REQUIREMENTS FOR SECURITY GUARD SERVICES FOR MDT

any part of this bid. Further, the Bidder's response will undertake to provide appropriate assurances to the County that the Bidder's conduct will be risk-free to the County.

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

**OPENING: 2:00 P.M.
May 28, 2014**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: **ISD/PM** Date Issued: **May 13, 2014** This Bid Submittal Consists of
Lydia Osborne Pages **55** through **60**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:
Security Guard Services for MDT**

A Bid Deposit in the amount of \$10,000 the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of 20% of the total annual amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODES: 96480; 99046; 99067	
Procurement Contracting Officer: Lydia Osborne	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
PRICE SUBMITTAL FORM
Security Guard Services for MDT**

4.1 Minimum Qualifications Checklist

Summarized Requirement		Initial as Completed
Section 2.5.1	Bidders 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 bid submittal due date. A copy of the license is attached.	_____
Section 2.5.2	The Bidder must submit a bid security in the amount of \$10,000, with the bid submittal. Bid surety is attached.	_____
Section 2.5.3	The Bidder must provide with the bid submittal, a 90 day Transition Plan that outlines all activities of the 90-day transition, and shall include Administration, Purchases, Training, Operations, Technology, and Human Resources. A copy of the 90 Day Transition Plan is attached.	_____

4.2 Proposed Prices/Rates

INSTRUCTIONS:

Bidder is requested to fill in the applicable blanks on this form and to make no other marks. The County will extend Prices/Rates to calculate the total aggregate eight-year price.

GROUP A: SECURITY GUARD PERSONNEL (HOURLY RATES)

Refer to Sections 3.4 and 3.5.

Personnel	Unit of Measure	A	B
		Estimated Annual Hours	Rate per Hour
Armed Security Officer	Hours	506,374	\$
Armed Supervisor	Hours	63,693	\$
Unarmed Dispatcher	Hours	16,243	\$

Extended Prices = A X B X 8

**SECTION 4
PRICE SUBMITTAL FORM
Security Guard Services for MDT**

GROUP B: SECURITY GUARD PERSONNEL (ANNUAL RATES)

Refer to Sections 3.4 and 3.5.

		A
Personnel	Unit of Measure	Rate per Year
Project Manager	Year	\$
Crime Analyst	Year	\$

Extended Prices = A X 8

GROUP C: SPECIAL EQUIPMENT (MONTHLY RATES)

Refer to Section 3.26.

		A	B
Special Equipment	Unit of Measure	Estimated Units	Monthly Rate Per Unit
Use of Licensed Motor Vehicle	Each	6	\$
Use of Golf Cart	Each	4	\$

Extended Prices = A X B X 12 X 8

GROUP D: SPECIAL EQUIPMENT ONE-TIME CHARGE

Refer to Sections 3.26 and 3.3(2)(i)

		A	B
Special Equipment	Unit of Measure	Estimated Units	One-Time Charge Per Unit
Bicycles	Each	10	\$
Mobile Video Devices	Each	75	\$

Extended Prices = A X B

NOTES:

- 1) The one-time charge for Bicycles shall not exceed \$600 per bicycle and shall include the cost of the bicycle, regular maintenance, repairs, etc.
- 2) The one-time charge for EMVDs shall include the cost of the device, data/wireless plan service, regular maintenance, repairs, replacement etc.

SECTION 4
BID SUBMITTAL FOR:
Security Guard Services for MDT

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Security Guard Services for MDT

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. / / - / / / / / /

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID AND THE MINIMUM REQUIREMENTS HEREIN. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer Identification Number (FEIN): _____

Contract No. : _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

<p>1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</p>	<p>6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code</p>
<p>2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1 (a) (2) of the County Code</p>	<p>7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</p>
<p>3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code</p>	<p>8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</p>
<p>4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</p>	<p>9. Miami-Dade County Living Wage Section 2-8.9 of the County Code</p>
<p>5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code</p>	<p>10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code</p>

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer _____ Print Name _____ Print Title _____ Date _____

SECTION 2
SPECIAL CONDITIONS

Security Guard Services for Miami-Dade Transit

will be authorized. Vehicles owned by individuals will not be authorized.

- 4. Professional Liability Insurance (if applicable) in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

2.10 PERFORMANCE AND PAYMENT BONDS BASED ON PERCENTAGE OF OFFER PRICE

The Bidder 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. The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below, prepared on the applicable bond form(s) attached hereto. Refer to Attachment 1, Performance and Payment Bond.

The Bidder shall comply with the performance bond requirements every year during the term of the contract, including and extensions or renewals thereof. The County's Internal Services Department will issue a notice to the awarded Bidder every year and the Bidder 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 awarded Bidder fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the awarded Bidder in default of the contractual terms and conditions, and the awarded Bidder shall surrender its bid security.

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:



MIAMI-DADE COUNTY, FLORIDA PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____ As Principal, and _____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligor), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Oblige, in the sum of \$ _____ lawful money of the United States of America, for the payment whereof to the Oblige, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Oblige have entered into a written contract, hereinafter called the "Contract" for _____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Oblige on the _____ day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Oblige and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Oblige on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Oblige or Obliges herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obliges hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

Two Witnesses

Signature of Individual



WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

Two Witnesses

Signature of Individual

Printed Name of Individual



WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm -- A Partnership

Two Witnesses

Printed Name of One Partner

Signature of One Partner



WHEN PRINCIPAL IS A CORPORATION:

Secretary

Correct Name of Corporation

(Affix Corporate Seal)

By: _____
President or Vice-President



Attest:

Countersigned:

Corporate Surety

Business Address

Florida Resident Agent

By: _____
Corporate Seal

