

# Memorandum



**Date:** July 20, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

Agenda Item No. 14(A)(28)

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Resolution Retroactively Authorizing a Bid Waiver with Safeguard America, Inc., Effective July 17, 2021 through August 14, 2021, for the Provision of Transit Services at a Rate of \$77.71 per Bus Revenue Hour for a Total Contract Amount Not to Exceed \$348,465.89

## **Recommendation**

It is recommended that it is in the best interest of the County to waive competitive bidding requirements of Section 2-8.1(b)(1) of the County Code and Section 5.03(D) of the County Charter by a two-thirds vote of the Board members present and retroactively approve the award of contract to Safeguard America, Inc. effective July 17, 2021 through August 14, 2021 for the provision of transit services at the hourly rate of \$77.71 for a total contract amount not to exceed \$348,465.89.

## **Delegated Authority**

The County Mayor or County Mayor’s Designee will have the authority to exercise all provisions of the contract, excluding extensions or renewals, pursuant to Section 2-1.1 of the Code of Miami-Dade County and pursuant to Implementing Order 3-38.

## **Scope**

The current contractor, Safeguard America, Inc. will continue to provide service beyond the existing bid waiver’s term limit of July 16, 2021 through August 14, 2021 or sooner, at the hourly rate of \$77.71 per hour and under the same conditions of the current Agreement.

The routes included in this bid waiver authorization request service the following Districts:

- Route 34 services Districts 7, 8 and 9
- Route 95 services Districts 2, 3 and 5
- Route 150 services Districts 4, 5 and 6

With approval of this item, the contractor will continue to provide service for transit routes 34, 95 and 150.

## **Fiscal Impact/Funding Source**

The total estimated costs associated with the services described above is \$348,465.89 for service from July 17, 2021 through August 14, 2021 on a month-to-month basis, budgeted in the Department of Transportation and Public Works (DTPW) Operating Fund. Not authorizing this bid waiver may result in loss of service for the 3 routes stated in the Scope. Currently, DTPW does not have sufficient equipment or staff to operate the routes in this bid waiver.

**Track Record/Monitor**

The Project Manager is Joel Perez, General Superintendent, Bus Operations, DTPW. The contracted routes stated in the Scope are randomly monitored by DTPW Operation Supervisors throughout Miami-Dade County (County) for contract compliance including ADA and vehicles requirements and route performance. Additionally, DTPW Bus Operations staff monitor performance utilizing the vehicle locator system (GPS) to verify daily departures from facilities and random trips throughout the routes.

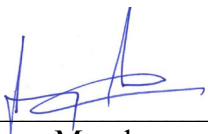
DTPW Bus Operations Staff and the Contractor hold three conference calls during the week to review complaints from the previous day and to address any concerns that may potentially impact service.

**Background**

In response to the potential health risks posed by the COVID-19 pandemic through 2020 and early 2021, DTPW required additional vehicles with a minimum seating capacity of 50 passengers to comply with social distancing and other public health measures. Due to lack of manpower and equipment, it was necessary for DTPW to obtain additional vehicles through outside vendors.

Safeguard America, Inc. supplied over the road coaches (minimum seating capacity 50 passengers) in conformity with safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Articles III and V of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

Although restrictions have eased, DTPW currently does not have sufficient equipment or staff to operate all routes in the June 27, 2021 lineup. Therefore, it is necessary to temporarily contract out these three routes until DTPW has sufficient equipment and staff to operate them. Through the joint efforts of DTPW and the Transportation Workers Union (TWU) to recruit, train, and retain new classes of bus operators, DTPW will have sufficient bus operators beginning in August 2021.


  
\_\_\_\_\_  
Jimmy Morales  
Chief Operations Officer

# Memorandum



**Date:** July 20, 2021

**To:** Alex Munoz, Director  
Internal Services Department

**From:** Jimmy Morales  
Chief of Operations/Interim DTPW Director  
Department of Transportation & Public Works 

**Subject:** Revised 317812-DTPW-2107001-Safeguard America, Inc.

Justification for Bid Waiver for Contracted Route Services by Safeguard America, Inc.

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In accordance with Internal Service Department internal procedures, the Department of Transportation and Public Works (DTPW) is requesting retroactive approval to execute a bid waiver in the amount of \$348,465.89, month-to-month to continue to provide entire route services through August 14, 2021 with the option to terminate at an earlier date by providing a ten-day notice to the vendor.

DTPW is unable to provide enough buses and manpower to meet the demand for service for the June 27, 2021 lineup. DTPW has determined that continuing to contract out services to an approved vendor is necessary in order to provide additional buses and operators to service the community. Therefore, DTPW would like to continue to use Safeguard America, Inc. to provide route services.

DTPW is requesting approval to exercise this bid waiver for Safeguard America, Inc. to continue providing entire route service to the following routes: 34, 95 and 150. It is necessary for the vendor to continue providing transportation services to the above mentioned routes in order to avoid any interruption of service.

C: Steve Feil, Deputy Director Operations  
Alberto N. Parjus, Deputy Director Administration  
Derrick Gordon, Assistant Director of Bus Services  
Ana M Rioseco, Chief Procurement



INTERNAL SERVICES DEPARTMENT  
STRATEGIC PROCUREMENT DIVISION

**Allocation Request Form for Non-Competitive Acquisition**

Date: 7/7/21

To: ISD Central Procurement

*(Procurement Liaisons of client departments with allocations in current contract or pool)*

From: Transit Procurement ; 305-375- , @miamidade.gov

*(Procurement Officer Name)*

*(Ext.)*

*(Email Address)*

Subject: Contract/Pool No. TBD , Fixed Routes , One Month

*(Title)*

*(Term, From- To)*

Instructions: Complete and return this document, with the appropriate attachments to,  
@miamidade.gov by:

*(Email Address)*

*(Due Date)*

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Department of Transportation and Public Workds		
Project Manager Name:	Joel Perez	Phone Number:	305-637-3809
Requisition No.:		*Allocation Request:	
Proposed Vendor:	Safeguard America, Inc.	Contract Term Request:	1 month
Funding Source:			
Will Federal funds be used to support the requested allocation?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will PTP funds be used to support the requested allocation? : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Previous Contract No.:		Previous Contract Value:	

\*Allocations may be proportionally adjusted should there be a change to contract term.

**Purpose of the Purchase**

Please describe your minimum requirements and the benefits of making the acquisition.

At the current time, DTPW does not have sufficient vehicles and operators to meet all the requirements of the June 27, 2021 lineup. Therefore, DTPW has determined that continuing to contract out services to routes 34, 95 and 150 to an approved vendor is necessary to meet its commitment to provide transportation services to Miami-Dade Residents.





INTERNAL SERVICES DEPARTMENT  
STRATEGIC PROCUREMENT DIVISION

**Best Interest of the County/ Uniqueness of Product**

*Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.*

The vendor has been supplying vehicles under an emergency contract since June 2020 in conformity with safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Articles III and V of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

The vendor is currently providing entire route service to the following routes: 34, 95, and 150. It is necessary for the vendor to continue providing transportation services to the above mentioned routes in order to avoid any interruption of service. The vendor is currently providing appropriate vehicle types and size required to service these routes. Additionally, its operators and staff are familiar with the alignments and operational procedures of these particular route assignments.

**Market Research**

*Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.*

Safeguard of America, Inc. is the current contractor for DTPW that provides transportation service under Contract No. 9791-1/24-1 and under an Emergency Contract. Safeguard America, Inc. has the vehicles and manpower necessary to continue providing transportation services that it is currently providing under the Emergency Contract.

**Proposed Actions**

*Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.*

The bid waiver is intended to continue to provide service to Miami-Dade County residents and avoid service disruptions inconveniencing constituents that rely on public buses as means of transportation.

The bid waiver is requested to remain in effect through August 14, 2021 with the option to terminate at an earlier date providing a ten-day notice.

Jimmy Morales, Chief of Operations/Interim DTPW Director

\_\_\_\_\_  
Department Director Name

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Department Director Signature

## **AGREEMENT TO PROVIDE FIXED BUS ROUTE SERVICES**

**THIS AGREEMENT** (the "Contract" or "Agreement") is made and entered into this 17th day of July, 2021 (the "Effective Date"), by and between Miami-Dade County, FLORIDA, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, a Department of the County ("DTPW") (Miami-Dade County is hereinafter referred to as "County" or "DTPW"), and Safeguard America, Inc. ("Contractor"), with a location at 3201 NW 24<sup>th</sup> Street RD, Miami, FL 33142. County and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### **TERMS AND CONDITIONS**

1. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall automatically terminate on August 14, 2021. The County may terminate this Agreement at any time and for any reason by giving ten (10) days' prior written notice to Contractor.
2. **SCOPE OF WORK, REQUIREMENTS, AND SPECIFICATIONS.** Contractor shall provide over the road coaches to service routes 34, 95 and 150 with a minimum seating capacity of 50 passengers and that meet all meet all ADA requirements and all portions of **Appendix A**, which is incorporated fully herein by reference and made part hereof for all purposes.

At any time during the Term of this Agreement, and at DTPW's sole discretion, DTPW may decrease fixed bus route services provided by the Contractor.

- 2.1. **Fixed Bus Route Services.** Contractor shall comply with schedules provided by DTPW.
  - DTPW will provide schedules and maps that maybe modified at the County's discretion for the Contractor to follow.
- 2.2. **Time for Provision of Services.** Contractor shall perform the Services specified herein from Monday through Sunday, including holidays adhering to schedules provided by DTPW.
- 2.3. **Labor, Materials, and Equipment.** Contractor shall furnish all labor, staff, chauffeurs, vehicles, equipment, transportation and all other work and incidentals required to provide the services under this Agreement. The Contractor is responsible for storing and securing all vehicles utilized in the provision of services under this Agreement. Contractor is responsible for conducting all vehicle inspections and



repairs in accordance to manufacture specifications and all County, state and federal regulations.

- 2.4. **Safety & Safety Supplies.** Contractor shall be responsible for providing Contractor's agents, staff, employees, and independent contractors who will perform Services on behalf of Contractor under this Agreement (hereinafter "Contractor's Staff") with all personal protective equipment such as, hats gloves, masks, face shields, safety vest etc. that Contractor deems necessary for the safety of Contractor's Staff. Contractor is required to clean the bus after the morning service when the vehicle returns to the garage and at night before morning departure. If Contractor's bus does not return to the garage after morning peak Contractor is required to clean the bus after every other run at the end of the line. Contractor is required to use materials that meet the Environmental Protection Agency (EPA) List N guidelines for COVID-19.
3. **FEES AND PAYMENT.** County shall pay the Contractor a fixed amount of \$77.71 per revenue hour in accordance with the provided schedules. Should the actual hours vary (increase) from the hours specified in the schedules for any reason including traffic, the county's compensation will be limited to the hours in the provided schedules. The contractor should invoice biweekly and to be paid within 30 days following the invoice date. This price provided herein shall remain fixed for the term of this Agreement.
4. **INDEMNIFICATION AND INSURANCE.** Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.



The Contractor shall furnish to the Department of Transportation and Public Works with a location at 701 NW 1<sup>st</sup> Court, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements under Contract 9791-1/24 Fixed Bus Routes between the Contractor and the County.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

5. **NOTICES.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To County:

**Miami-Dade County  
Department of Transportation and Public Works  
701 N.W. 1<sup>st</sup> Court, Suite 1500  
Miami, Florida 33136-3922  
Attn: Director**

To Contractor:

**Safeguard America, Inc.  
3201 NW 24<sup>th</sup> Street RD  
Miami, FL 33142**



## **6. MISCELLANEOUS PROVISIONS.**

**6.1. Independent Private Sector Inspector General (IG) Requirements.** Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Contract. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**6.2. Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees,



lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 6.3. **Independent Contractor.** County and Contractor are and shall remain independent contractors. Neither Party is the representative or agent of the other and neither Party shall have any power to assume any obligations on behalf of the other. Contractor's Staff shall not be deemed to be agents or employees of the County.
- 6.4. **Assignment.** Contractor may not assign this Agreement without the express written consent of the County.
- 6.5. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.6. **Venue and Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in Miami-Dade County, Florida, and each Party hereto submits to the jurisdiction of such courts and waives any objection to the venue and jurisdiction of such courts.

- 6.7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing agreed to and executed by the Parties hereto. All prior understandings and agreements heretofore had between the Parties with respect to this Agreement are merged into this Agreement, which alone fully and completely expresses the understandings of the Parties.
- 6.8. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or PDF copy shall be deemed to be an original.

[Signatures appear on following page.]

[The remainder of this page is intentionally left blank]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: \_\_\_\_\_  
(signature)  
For: County Mayor or Mayor's Designee

Date Executed: \_\_\_\_\_

Approved by the County Attorney's  
Office as to form and legal sufficiency

\_\_\_\_\_  
Bruce Libhaber

**CONTRACTOR:**

**SAFEGUARD AMERICA, INC.,** a Florida corporation

By: [Signature]

Name: Dionne B. Jane

Title: GM

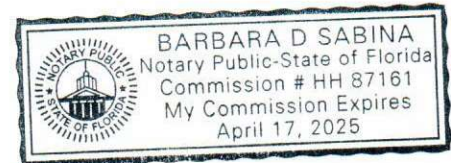
Date executed: 7/8/2021

STATE OF FLORIDA )  
COUNTY OF Miami-Dade ) SS:

BEFORE ME, the undersigned authority, personally appeared Dionne B. Jane as GM of **SAFEGUARD AMERICA, INC.,** a Florida corporation, who acknowledged before me that s/he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal this 8 day of July, 2021.

[Signature]



NOTARY PUBLIC

My Commission Expires:

## APPENDIX A

### SCOPE OF WORK, REQUIREMENTS AND SPECIFICATIONS

The purpose of this **FIXED BUS ROUTE SERVICES CONTRACT** (the "Contract") is to establish a contract for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works (DTPW) for the purchase of Fixed Bus Routes Transportation Services for DTPW Bus Operations. This Contract will provide patrons transportation services throughout Miami-Dade County, and portions of Broward County, with over the road coach services. The County retains the option to add or eliminate routes as well as modify schedules as additional service needs are identified by DTPW. Over the road coaches with minimum seating capacity of 50 passengers are required for this Contract. The Contractor must meet all ADA requirements and all portions of the contract with the exceptions of the sections labeled at the county discretion. These sections are considered options. The county will execute the options and negotiate the cost of the options on a as needed basis.

The Contractor will be responsible for providing chauffeurs (drivers) and air conditioned, wheelchair accessible over the road coaches with minimum seating capacity of 50 passengers in conformity with safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Articles III and V of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

The Contractor is required to provide and refill as needed hand sanitizer on board the buses utilized on this contract for passengers to use in revenue service. The Contractor is required to clean the bus after the morning service when the vehicle returns to the garage and at night before morning departure. If vehicle does not return to the garage after morning peak the Contractor is required to clean the interior of the vehicles after every other run at the end of the line. The Contractor is required to use materials that meet the Environmental Protection Agency (EPA) List N guidelines for COVID-19.

This type of service is characterized by vehicle trips that follow a specified geographic route, a time schedule, and services having daily start and end time, and operating on specified days of the week. Designated fixed route schedules may be revised or eliminated at the discretion of the County. The Contractor shall furnish all items required to provide the services including labor, material, vehicles (buses), uniforms, and equipment including but not limited to radio (Communication System Approved by the DTPW) and GPS as per the requirements of the County.



**1.1 LIVING WAGE** – See Attachment A - Living Wages Supplemental General Conditions.

Contractor is 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 this Contract. By submitting this proposal or executing a contract pursuant to these specifications, Contractor is hereby agreeing to comply with 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](http://www.miamidade.gov).

**1.2 E-VERIFY**

Obligation for State-funded Contracts:

In accordance with Executive Order 11-116, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection. Refer to Section 1, General Terms and Conditions, Article 1.2.B which includes vendor registration requirement as a condition of award.

**2.1 Bus Requirements and Specifications**

Buses may be leased or owned by the Contractor. Over the Road Coaches (minimum seating capacity 50 Passengers) shall be new or used but in good condition. Used vehicles are subject to acceptability determination by the County. Any used vehicles providing services to Miami-Dade County must not exceed fifteen (15) model years of age during the life of the contract.

- 1) General Bus Standards - The Contractor shall provide buses which meet or exceed the manufacturers' safety and mechanical standards. Each bus must comply with all safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Articles III and V of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

All buses provided shall meet or exceed the requirements listed below:

- i. Have uniform paint/color schemes on all vehicles.
- ii. Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- iii. Have a functioning interior light within the passenger compartment.



- iv. Have a functioning speedometer indicating speed in miles per hours and a functioning odometer correctly indicating distance in tenths of a mile.
- v. Have an operable Heating, Ventilation, and Air Conditioning (HVAC) system capable of maintaining the bus interior temperatures between 68 and 72° F.  
Note: If the air conditioning system becomes inoperable during the day, vehicle shall be replaced at the end of the trip. The vehicle shall not be used for further service until the air conditioning system has been repaired.
- vi. Have exterior free of grime, rust, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- vii. Be clean in the interior and free from trash, torn floor coverings, damaged or broken seats, and protruding sharp edges at all times.
- viii. Free of pests (the Contractor is responsible for the fumigation of buses).
- ix. Have unobstructed vision on at least three (3) sides of the vehicle.
- x. Free of leaks of any kind.
- xi. Be equipped with a functioning horn.
- xii. Meet all ADA requirements such as but not limited to wheelchair accessible and vehicle kneeling system as required by the County, two wheelchair positions with approved tie downs, a public address system (PA system), destination sign with front, side and rear displays applicable to the appropriate bus type at the County's discretion. Wheelchair accessible vehicles must not require for wheelchair passenger(s) to be moved in order to allow other passengers to embark or disembark the vehicle.
- xiii. Have a minimum of two (2) escape and ventilating hatches on roof or FDOT Emergency approved passenger egress.
- xiv. Have adjustable driver's seat with seat belts.
- xv. Have side windows which must be 1/2 inch minimum acrylic or polycarbonate or ¼ inch minimum tempered glass or as per FDOT requirement.
- xvi. Have a fuel capacity to provide service level requirements without interrupting service.
- xvii. Have an automatic transmission and fire suppression system as required by FDOT.
- xviii. Meet Compliance of air brakes with FMVSS121 and air suspension (as per manufacturer and FDOT).
- xix. Have stanchions or grab rails (as deemed necessary by FDOT or DTPW).
- xx. Have a 10 lb. Underwriters Laboratory (UL) approved ABC type fire extinguisher securely mounted in a location readily accessible to the driver.
- xxi. Have a three (3) piece highway reflective triangles.
- xxii. Have an electronic equipment locker with the following minimum dimensions 18"W X 12"H X 20"D equipped with one to two pullout trays. +24 Volt Bus battery voltage (fused at 30A) must be available on a terminal strip in the electronic locker (as per manufacturer recommendation) at the County's discretion.



- xxiii. All vehicles shall be required to have the ability to transport two (2) or more bicycles a, preferably bike racks and as deemed necessary by DTPW.
  - xxiv. All vehicles shall preferably have a mechanical or electrical stop request.
  - xxv. The Contractor is required to provide and refill as needed hand sanitizer on board the buses utilized on this contract for passengers to use in revenue service.
  - xxvi. The contractor is required to sanitize the bus after the morning service when the vehicle returns to the garage and at night before morning departure. If vehicle does not return to the garage after morning peak the contractor is required to sanitize the vehicle after every other run at the end of the line. The Contractor is required to use materials that meet the Environmental Protection Agency (EPA) List N guidelines for COVID-19.
- 2) Fare (at the County's discretion section 2.1 (2) is part of the original price and will not require additional negotiation) – The County may charge a fare for the services provided at its discretion and, in such instances, the Contractor shall be responsible for collecting the fare and adhering to a fare collection system prescribed by the County. The County shall provide a fare collection system. The Contractor shall be responsible for fare collection equipment training. The Contractor shall be responsible for driving all vehicles to the nearest transit facility for the purpose of probing and emptying the farebox at the schedule determined by the County. Security of the fare collection system and all fares collected is the responsibility of the Contractor until they are accepted by the County. All costs related to fare collection training, fare collection, and driving vehicle to facility shall be assumed by the Contractor. Farebox/ Easy Card Reader Equipment:
- A. Farebox / Easy Card Reader equipment must be installed and operational on each bus, including replacement buses prior to the commencement of service. The County will supply, install and maintain Equipment. The County repairs fareboxes at the Central Bus Facility located at 3300 NW 32<sup>nd</sup> Avenue. The County reserves the right to remove all fareboxes and replace them with Easy Card Readers only.
  - B. Dimensions- The complete farebox assembly, excluding the mounting base plate, will not be less than thirty-six inches (36"), nor more than forty-one inches (41") high, as measured from the vehicle floor, and not more than (11") in cross section. The base plate for a farebox does not exceed 12-1/2" by 12-1/2".
  - C. The Contractor is responsible for the installation of the farebox base provided by the County and provide appropriate cable and electrical power to the box. Fareboxes will be installed at the County's request.



D. The fareboxes accept all fare media, including Golden Passport Card, issued by DTPW.

- 3) Bus Inspections- Each bus to be used in service shall comply with all the requirements contained in Chapters 30 and 31 of the Miami-Dade County Code, any applicable state and federal laws and all requirements from DTPW, Passenger Transportation Regulatory Division. All buses utilized to provide transportation services must, at all times, display a valid County inspection, and operation permit approved by the DTPW, Passenger Transportation Regulatory Division. Proof of compliance with this section must be supplied to the County upon request. All buses shall be made available for inspection by the County. Any bus found not in conformity with the above standard specified requirements must be removed from service until it passes subsequent inspections. Any bus removed from service shall not return until the County verifies and approves any and all corrections of deficiencies. The County further reserves the right to order the immediate removal from service of any bus not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement will result in disallowance of compensation for services rendered in the violating vehicle.
- 4) Daily Pre-operational Inspections – Daily and pre-operational inspections shall be conducted by the Contractor in accordance with all FDOT regulations including but not limited to 14-90. All defects and deficiencies likely to affect safe operations or cause mechanical malfunctions shall be documented in daily inspection report and the corrective actions taken as a result of the deficiencies. The Contractor shall store and provide the reports to the County upon request. The re-operational inspection shall include, but not be limited to, the following as a minimum to include all items under rule 14-90:
  - i. Service brakes
  - ii. Parking brakes
  - iii. Tires and wheels
  - iv. Steering
  - v. Horn
  - vi. Lighting devices
  - vii. Windshield wipers
  - viii. Rear vision mirrors
  - ix. Passenger doors
  - x. Exhaust system
  - xi. Equipment for transporting wheelchairs
  - xii. Safety, security, and emergency equipment
  - xiii. HVAC (air conditioning)

## 2.2 Display of County Symbol on Buses

The Contractor shall set aside space in the interior and on exterior of the bus to display approved County postings when the buses are being used to provide services for the County. Signage and Destination Signs shall be required when applicable to the appropriate bus type at the County's discretion and as per Federal and State requirements.

A. Signage- Prior to the commencement of service, the Contractor shall provide and install permanent route indicators and destination signs in the manner prescribed by the County. All destination sign must comply with ADA requirements. All signs need to be preapproved by DTPW prior to installation.

B. Destination Signs (Preferred Item at the County Discretion)

All vehicles are required to have illuminated destination signs that meet ADA requirements and are approved by DTPW:

- Compartments shall be designed to prevent condensation and entry of moisture and dirt.
- Compartments shall be designed to prevent fogging of both compartment window and glazing on unit itself.
- Access shall be provided to allow cleaning of inside compartment window and unit glazing.

C. Destination Signs (the specifications mentioned in 2.2 C are preferred Items at the County's Discretion)

Voice and LED board displays triggered by GPS for guidance to the visually and/or hearing impaired passengers and in compliance with Americans with Disabilities Act (ADA).

A destination sign system shall be furnished on the front, on the rear, and on the right side near the front door (must comply with all ADA regulations). An electronic destination sign system shall be furnished and installed by the Contractor. The destination sign system shall be Twin Vision Smart Series III LED Display System (with Color LED front sign with Color Side and Amber Rear signs, wireless download capabilities) or equivalent. The front sign shall be a Luminator Titan Gen 4 Spectrum LED (Luminator Spectrum 24 x 200) or equivalent. The destination sign system's driver's code panel shall be capable of providing destination and route information to the sign. Voice and LED board displays triggered by GPS for guidance to the visually and/or hearing impaired passengers, and in compliance with Americans with Disabilities Act (ADA).



D. Advertising on Buses

- 1) The Contractor may place advertisements in the interior and exterior of the bus subject to the following conditions:

- a) Advertising Content: All advertising materials, advertisement content and manner of presentation shall be subject to approval by DTPW prior to installation, which may disapprove any such items at its sole discretion. DTPW is authorized to deny the placement of any advertisement, which in its opinion is detrimental to the aims, purposes, goals, or reputation of Miami-Dade County and/or DTPW.

The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. Whenever a question arises as to the propriety of any advertisement, the Contractor is required to submit the advertisement to DTPW for review and approval prior to installation.

Tobacco advertising and/or political or political campaign advertising shall not be allowed. Advertising of alcoholic beverages shall be permitted with the following restrictions:

1. To avoid overexposure, this category shall be limited to no more than 25 percent (25%) of the bus.
2. DTPW must pre-approve all ads for alcoholic beverages.
3. All advertising of alcoholic beverages must include the disclaimer below as mandated by the Alcohol Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

*GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems.*

- 2) Advertising Removal: The Contractor shall remove from the bus, at its sole cost and expense, within three (3) calendar days upon receipt of written demand, any advertising material that is disapproved, damaged, or becomes unsightly. Any advertising material previously approved, which may subsequently be considered objectionable by DTPW shall likewise be removed. If DTPW requires the removal of previously approved advertisements, Contractor shall be entitled to reasonable production costs incurred. Contractor shall provide written documentation verifying production costs and production expenditures.

In the event that such disapproved material is not removed within three (3) calendar days upon receipt of written notice, DTPW may cause said material to be removed, and the Contractor shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Contractor to remove said material shall be considered a default of this contract, which shall be considered as waived by the corrective action on the part of the County and reimbursement of all costs and expenses by the Contractor.

- 3) Advertising Revenues: The Contractor shall pay the County 50% of Gross Revenue for all moneys paid or payable to the Contractor for the placement of advertisements on buses utilized under this contract. The Contractor shall pay the County on a monthly basis, on or before the 1st calendar day of each month. The monthly revenue payment shall be payable to the County via electronic payment (ACH/Wire) and a report/documentation shall be provided to the DTPW Project Manager including corroborating details of:

- a. All applicable contracts in effect between the Contractor and its advertiser(s).
- b. Gross Billings for the month
- c. Gross Revenues earned for the month

NOTE: Once awarded, ACH/Wire instructions will be provided by the County to the Contractor.

Failure to submit all monthly payments due to the County by the due date, as required to be paid under the provisions of this contract, shall result in a monthly accrued interest rate of 18% against all delinquent payment(s) from the original due date until the County receives payment (inclusive of accrued interest).

## **2.3 Driver Requirements, Training and Supervisors**

**2.3.1** The Contractor shall ensure that its drivers adhere to all applicable standards contained in FDOT rule chapter 14-90 and the following provisions:

- A. Personal Appearance - Cleanliness and neatness are required at all times. Driver's uniform is required and shall consist of a collared shirt of solid color with a logo identifying the Contractor's name, and a solid color pant. Uniforms must be clean and in good condition at all times.
- B. Personal Habits - The following acts are not permissible by drivers when providing services for the County:



- i. Use of intoxicating liquors, narcotics or controlled substances of any kind while on duty or reporting for duty in uniform (excluding doctors' prescriptions which do not adversely affect the driver's ability to perform his or her duties).
- ii. Gambling in any form while on duty or providing services under this Contract.
- iii. Smoking and all other uses of tobacco including but not limited to electronic cigarettes while on duty except in places or at times designated for that purpose.
- iv. Carrying of pistols, firearms or concealed weapons while on duty.
- v. Resorting to physical violence to settle a dispute with a fellow employee or the general public while on duty. In self-defense an employee may use no more force than is reasonably necessary to defend him or herself.
- vi. Spitting or any other unsanitary practices are prohibited while on duty or providing services under this Contract.
- vii. Use of loud, indecent or profane language and/or making threatening or obscene gestures toward passengers or other employees.

C. Driver's Responsibility - Drivers must perform safe, smooth and efficient operation of vehicles and avoid discomfort or inconvenience to the passengers. The driver of the vehicle shall be responsible for but not limited to:

- i. Adherence to route, schedules and time points
- ii. Knowledge and observance of traffic laws and safety regulations
- iii. Safety of boarding and alighting passengers
- iv. Proper display of all required signs and identifications
- v. Adjustment of lighting, heating, ventilation and cooling for the comfort of passengers
- vi. Distribution of transit informational publications on buses as directed by DTPW
- vii. Performance of such other duties as may from time to time be prescribed by the County

D. Driver History - Prior to placing a driver in service, the Contractor shall conduct a thorough driver's license check for a minimum of seven (7) years in the past to ensure that all drivers providing services under the resultant contract have no history within the last seven (7) years of Driving Under the Influence (DUI), Driving While Driving While Intoxicated (DWI), reckless driving convictions, leaving the scene of an accident, or any other serious offenses.

The Awarded Bidder shall ensure that all drivers providing services under this Contract shall have no more than:



1. No more than three (3) points in the past three (3) years.
2. No more than two (2) moving violations in the past three (3) years.
3. No more than one (1) at-fault accident in the past three (3) years.
4. No reckless driving within the past seven (7) years.
5. No reckless driving causing injury.
6. No driving under the influence within the last seven (7) years.
7. Two (2) DUI convictions in a lifetime is an automatic disqualification.
8. No driving under the influence causing injury.
9. No suspensions within the past three (3) years (exception PIP/financial).
10. No manslaughter resulting from the operation of a motor vehicle.
11. No hit-run or hit-run property damage.
12. No combination of any violations that indicate a pattern of irresponsibility or poor judgement.

Driver license check information is available at the following internet address:  
<http://www.flhsmv.gov/ddl/abstract.html>

Prior to placing a driver in service, the Contractor shall obtain a nationwide criminal background check by fingerprint through the National Crime Information Center (NCIC). This shall include, as a minimum, any criminal history which might impair the service to customers, including convictions for crimes involving assault, battery and moral turpitude in any state to ensure that all drivers providing services under the resultant contract will have no history of such offenses within the last seven (7) years. The NCIS check will be processed by the County at a cost to the Contractor of \$45 per person (current rate, subject to change). The Contractor shall pay the County by check made to the Board of County Commissioners. In accordance with administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States' currency with the drawer's name and addresses imprinted on the check. The County will notify the Contractor of the approval or denial of the driver applicant.

The Contractor shall review the driver history biannually (twice a year) for all drivers and perform NCIC background checks annually. If the Contractor becomes aware of any driver not in compliance with the requirements stated herein, the Contractor shall immediately remove the driver from service.

- E. Driver Registration - Drivers shall have and maintain a current, valid State Commercial Driver's License (CDL). CDL Driver licenses must have passenger endorsement and any other endorsements required by State.

Drivers shall notify the Contractor immediately of any citation, arrest, or suspension or revocation of driver's license in accordance with all FDOT 1490 regulation and operating procedures. The Contractor shall notify the County of any driver who has his/her Driver's License suspended or revoked by close of business the next business day after such notification by the driver. The Contractor shall also immediately notify



the County of all driver resignations or terminations. The County retains the right to monitor all drivers' licenses for eligibility and to immediately remove any driver from services for non-compliance.

- F. Driver Training Program - The Contractor shall certify that the drivers and other personnel providing transportation under this Contract have completed initial and yearly refresher training. This written training program must be submitted to the County and is subject to review and approval by the County. All instructors are to be certified by the National Safety Council, Smith System or equivalent as approved by the County. Records of the drivers' attendance must be kept on file by the Contractor and made available to the County for review upon request. The training program should consist of, but not be limited to, the following:
- i. Defensive and safe driver training according to National Safety Council, Smith System or equivalent
  - ii. Passenger courtesy and comfort
  - iii. Policy clarification as it relates to drivers requesting and or receive gratuity (tips)
  - iv. Technical training in the proper use of vehicle equipment, where applicable
  - v. ADA policies and guidelines
  - vi. Sexual Harassment policy training in accordance with County guidelines
  - vii. All applicable standards contained in FDOT Rule Chapter 14-90
- G. Driver Physical - Drivers shall have physical examinations as required by Florida Department of Transportation Rule 14-90. The Contractor shall keep copies of the physical examinations.
- H. Drug-free Workplace and Testing- The Contractor shall comply with all applicable requirements of the United States Department of Transportation (USDOT), regulations (49 CFR Part 40, 49 CFR Part 655) for drug and alcohol testing for all persons holding safety-sensitive positions, as defined by USDOT related to transit operation.
- I. The driver should have County issued ID and appropriate Farebox login credentials as deemed necessary by DTPW.
- J. Prior to placing a driver in service, all the information listed in D, E, F, G, H, and I, above shall be provided to the County.
- K. The County reserves the right to remove any driver from service for cause.



### **2.3.2 Supervisors**

The Contractor shall provide supervisors on an as needed basis at the direction of the County. Supervisors shall monitor on-time performance, adherence to route schedules, safety, and other issues to assure excellent delivery of service.

## **2.4 Communication System**

The Contractor's Communication System shall consist of the specifications and requirements below. All systems shall be according to bus type and must be preapproved by DTPW prior to installation.

- A. Telephone System - The Contractor shall provide a dedicated telephone line to ensure accessible communication between the County and the Contractor's facility (see Section 3.8) for the purposes of canceling trip requests as well as handling other emergencies.
- B. Two-Way Radio System or Alternative Two-way Communication System - The Contractor shall be in regular radio communication with all vehicles providing transportation service through a base station or a County approved alternative communication system (e.g., mobile phones). Vehicle Drivers must comply with Miami-Dade County Implementing Order 6-8: Use of Cellular Telephones and Similar Wireless Devices while Operating County Vehicles.
- C. Vehicle Modem (At the County's Discretion) - The Contractor shall purchase, install and maintain in good working order Mobile Access Routers/Gateways to include FirstNet capability and Global Positioning System (GPS) functionality in each vehicle authorized to provide services under the provisions of the resultant contract. DTPW will provide the Contractor AT&T 4G Long Term Evolution (LTE) Cellular SIMs to be installed by the Contractor in the Mobile Access Routers/Gateways. DTPW will utilize the equipment as an extension to the Mileage Positioning System (MPS), whereby DTPW will monitor and track vehicles providing transportation services for the County.

The Contractor shall be responsible for all costs associated with the installation and maintenance of the Mobile Access Routers/Gateways. All recurring cellular fees will be the responsibility of the Contractor. Prior to procuring the Mobile Access Routers/Gateways and Antennae the Contractor must provide written documentation of the model chosen and the associated data sheet along with the antennae selected for external and internal communication. A proposed configuration must also be furnished by the Contractor including the connection(s) for Public Wi-Fi, GPS and segmented business Wi-Fi for traffic to the bus storage facility (parking lot/garage, etc). The network address(es) to be used will be agreed upon by DTPW Engineering Representative and the Contractor. The Contractor must obtain written approval from DTPW prior to procuring the communications equipment and its subsequent installation. All Mobile Access

Routers/Gateways supplied the Contractor shall comply with the minimum specifications:

**Reference-Sierra Wireless MG90 or approved equal/better:**

- 1) Small Form Factor, Ultra-Rugged Design
- 2) Built-in mobile access point
- 3) Able to operate within the vehicle power range and restrictions
- 4) Operates in extreme conditions:
- 5) Operating Temperature: up to 158°F
- 6) Operating Humidity: 10 - 95 %
- 7) Compliance with IP64 and MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity
- 8) Environmental electromagnetic interference /compatibility
- 9) Equipment shall comply with UL standards in accordance with the deployment scenario. Such compliance shall be clearly stated in a UL label.

**WAN**

- 1) LTE-Advanced (Carrier Aggregation) and LTE-MIMO, Fall back to 3G-HSPA+ with Dual SIM Functionality (2FF SIM)
- 2) Integrated compatibility with current wireless WAN standards: EVDO, GPRS, GPRS EDGE, UMTS, HSDPA, HSUPA, LTE, FirstNet
- 3) Dual Radio, dual concurrent 3x3 MIMO IEEE 802.11 a/b/g/n/ac
- 4) Compatibility with future 5G LTE ITU IMT-2020 standards 802.20 (LTE)
- 5) Multiple manageable WAN connections with roaming ability and low latency handoff
- 6) IPSec Encryption IKEv1/IKEv2
- 7) Encryption: 3DES/AES128/AES256
- 8) Hashing: MD5/SHA1/SHA256/SHA512
- 9) Key Exchange: DHGroup2/5/14/15/16/17
- 10) Integration with ACM VPN Server
- 11) Support for Host to LAN using Full/Split Tunnel

**LAN**

- 1) DHCP Server (RFC 2131)
- 2) Serial
- 3) Ethernet (4 or more ports)
- 4) IEEE 802.11 b/g/n/ac
- 5) WEP, WPA, WPA2, WPA2 Enterprise (802.11i)
- 6) Port blocking/forwarding
- 7) NAT

**Physical Interfaces**

- 1) Ethernet – RJ45 x 4 or more.
- 2) USB 2.0 x 2 or more
- 3) Serial – Full RS232
- 4) Expansion cards or customizable panels to accommodate additional connectors.

**GPS Capable**

- 1) Embedded multiple channel GPS receiver
- 2) NMEA and TAIP messaging
- 3) Local and remote forwarding via TCP or UDP



**Protocols**

- 1) HTTP, HTTPS, SMTP, POP, IMAP, FTP, PPP (RFC 2516), SSH, IP V.4/V.6
- 2) Compatible with industry standard mobile routing protocols (including GRE)

**Power Management**

- 1) Auto Power-Up on ignition sense
- 2) Programmable shut-off delay (up to 2 hours)
- 3) Input voltage monitoring with configurable auto-shutdown
- 4) Temperature detection with auto-shutdown protection

**Antennae External**

- 1) Dual 3x3 MIMO Antennae
- 2) LTE Multiband Cellular/PCS and GPS combination into one small enclosure
- 3) All weather resistant
- 4) 30 dB gain
- 5) Omni Directional radiation pattern

**Antennae Internal**

- 1) Wi-Fi Antenna
- 2) Small footprint, low profile
- 3) Adhesive mount
- 4) 4.5 dB gain or better
- 5) Omni Directional radiation pattern

- D. On-Site Wireless Infrastructure (At the County's Discretion) - As requested by the County, the Contractor shall install the following in order for the County to be able to collect and or send data to or from these vehicles (video footage, fare collection, telemetry, software and firmware updates, etc.) a reliable wireless link to Miami-Dade County's network is required. The Contractor shall adhere to the following requirements when furnishing said link at their facilities' parking lot, garage, etc.:

**1) Data connections**

- a) All sites must qualify for the provisioning of an AT&T ASE circuit of 50 MB/s or better.
- b) Fiber from the closest demarcation point shall terminate into a temperature-controlled IT room/closet with ample space to operate and troubleshoot all equipment present.
- c) No copper (Ethernet) wires shall extend beyond the 320 feet mark.
- d) All strands of internal fiber connections (where needed, due to the above distance limitation) shall be terminated at both ends.
- e) Contractor shall submit samples of the cables to utilize to the County prior to wiring and obtain written concurrence. The County reserves the right to inspect the cables unannounced, at any point before final inspection.
- f) No fiber or copper cables shall be exposed to the elements for any reasons. Protective conduit is to be used at all times.
- g) Underground conduit shall be 2" (minimum) PVC schedule 40 or better. Conduit is to be buried at a minimum depth of 2 feet (24 inches).



- h) Internal conduit shall be EMT.
- i) External conduit shall be RGC.
- j) Contractor shall leave a 20% capacity available in every pipe and a pull string for future use.
- k) All conduit runs shall have a junction box every three (3) 90° angle turns.
- l) Conduit banks shall be raised from the floor (1 foot minimum, to avoid flooding) and sealed with fire retardant putty.
- m) Poles installed must be grounded and meet the applicable wind code requirements, as per the MDC building code.
- n) All wiring shall be properly labeled (at both ends) and tested to the County's satisfaction. Test results must be printed out and submitted in a binder to the DTPW Project Manager or County representative.

**2) Wireless Access Points**

Before purchasing the required wireless access point, Contractor shall obtain County's approval for the device of their choice. As a guideline, the following minimum requirements should be met:

- a) Rugged, outdoor rated access point (IP64 or better)
- b) Frequency band: Dual (2.4 and 5.0 GHz)
- c) Supported wireless standards: 802.11a/b/g/n/ac
- d) Power: AC, DC, PoE+
- e) PoE interface: 1000Base (PoE+)
- f) Antenna technology: 4 x 4 MIMO with 3 spatial streams (maximum performance)
- g) Support for both, omnidirectional and directional antennae.

Contractor shall include all miscellaneous accessories in their purchase including: antennae, low loss antenna cables, power cables, power injectors, batteries, mounting hardware, lightning protection, etc., as well as all applicable licenses.

- E. As requested by the County, the Contractor shall install a dedicated DSL line at a location (i.e. bus parking lot, garage, etc) where the buses, providing services under this contract, are parked on a daily basis. This is required in order for the County to collect data as well as update software in the Farebox/Easy Card Reader Equipment.

**F. Camera and Continuous Motion and Mobile Digital Video (Preferred Item at the County's Discretion)**

Cameras strategically positioned within each public transportation fleet vehicle for the purpose of real-time mobile digital video feeds of interior and exterior of vehicle. System shall have the capacity to playback and download digital video, allowing for

the review of historical data, in addition to sending the collected data automatically to the hosted data warehouse.

The CCTV Surveillance System specification outline in this section are based on minimum operational requirements. Consideration shall be made to use newer surveillance technology as long as the minimum requirements are satisfied when applicable to the appropriate bus type at the County's discretion.

1. The CCTV Surveillance system shall consist of a Mobile View 7000 Series Network Video Recorder (NVR) or equal.
2. Minimum 2TB dual hard drive on-board video storage, capable of recording at up to thirty (30) frames per second for all connected cameras and thirty (30) days of record time.
3. Cameras shall have sufficiently high resolution to allow recognition of faces and to read roadside signs.
4. Wireless capabilities for downloads and system diagnostics. Wireless antenna to be mounted on the rooftop of the bus.
5. Forward facing 4K camera shall be a low LUX camera mounted below the destination sign compartment near the top of the windshield, forward facing. The camera shall be a color camera with the capability to capture images in ambient lighting at night. If necessary, the camera may switch to black and white under very low lighting conditions. The field of view shall include the street in front of the bus, overhead traffic signal while stopped at an intersection and pedestrians on the sidewalk or at the curb approximately 8 feet in front of the bus (4.0mm if practicable). The mounting shall be such as to prevent camera vibration, water intrusion, interference with the driver's visibility, and shall minimize color shift due to the tinting at the top of the windshield. A flexible rubber glare shield (hood) shall be provided on the camera. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. (Plastic dome housing is not acceptable.)
6. Interior 2MP cameras shall be a color camera surface mounted on the centerline of the bus ceiling at the center of the bus. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior (4.0mm if practicable).
7. Exterior 2MP Cameras shall be a color camera shall surface mounted on the bus exterior. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire



length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0mm if practicable).

G. Automated Passenger Counter (Preferred Item at the County's Discretion)

The Automatic Passenger Counter (APC) system shall be provided that meet or exceed the following requirements:

1. Accuracy of 95% or better for bi-directional counting
2. Single Unit Solution
3. Resistant to interference from light reflections and moving shadows
4. No Double Counting for U turns (Passenger that step on and turn around and step off the vehicle or out of range)
5. Detection of passengers entering or exiting vehicle
6. IP54 Protection
7. Adjustable Sensor Bracket and screws
8. Cable harness
9. Integrated HTTP interference for remote programming/configuration and diagnostics
10. Vandal resistant housing
11. Transfer data on configurable interval and on event of door open
12. Overhead sensor technology shall be used or equal. No horizontal beam technology shall be used.
13. To be uploaded onto dashboards and reports, and quantified in support of route realignments, enhancements, etc. System shall generate summary reports based on passenger utilization data captured and user's specific input request.

H. Global Position System (GPS) (Preferred item at the County's Discretion)

Tracking and telematics solution which streams the precise real-time geographic location, speed and direction of public transportation fleet vehicles, and provides real-time feeds plotted against map layers, and geographic fences with programmed route schedules. System shall have the capacity to provide real-time reporting, as well as historical, in addition to sending the collected data automatically to the hosted data warehouse via a TAIP string.

## **2.5 Office Facility and Resources**

The Contractor shall provide an office staffed by competent representative(s) authorized to discuss matters pertaining to these services, who can provide vehicle information, and are cognizant of the routes being serviced. The Contractor's office shall be equipped with modern office equipment, especially a dedicated phone, and e-mail address. All resources must be available twenty-four (24) hours a day and seven (7) days a week (including holidays) to provide immediate support and response. The bidder's phone number, fax number (if applicable) and e-mail address shall be included in the bidder's submittal.

## **2.6 Failure to Perform**

Where the Contractor fails to perform in accordance with the Contract, the County will assess liquidated damages as prescribed in this Section. Liquidated damages for other types of performance failures may be negotiated by the County and Contractor.

When the Contractor fails to provide service in accordance with the schedule provided for the violations listed below the following will apply:

Liquidated damages for services not performed (missed trips or any other reason)

1. County will not pay for any service that is not performed.
2. The Contractor will not be assessed any additional charges (Other than "1" above) if a backup vehicle with all the requirements of this Contract, is placed in service within sixty (60) minutes of a vehicle failure.
3. If the Contractor fails to replace the vehicles within 60 minutes, in addition to not paying for the service provided the Contractor will be charged Liquidated damages equal to the missed portion of the trip at the contracted hourly rate.

For the violations listed below (A-D) if the vehicle is not replaced at the completion of the trip where the malfunction occurred, a \$200.00 per day charge will deducted if the vehicles remains in service.

If service is missed because of the violation listed below (A-D) the following will apply:

1. County will not pay for any service that is not performed.
2. The Contractor will not be assessed any additional charges (Other than "1" above) if a backup vehicle with all the requirements of this Contract , is placed in service within sixty (60) minutes of a vehicle failure.
3. If the Contractor fails to replace the vehicles within 60 minutes in addition to not paying for the service provided the Contractor will be charged Liquidated damages equal to the missed portion of the trip at the contracted hourly rate.



- B. Failure to operate a vehicle that meets all standards set forth in the Contract or for operating a non-accessible vehicle.
- C. Failure to operate a vehicle with an operational destination sign or a backup sign that meets ADA requirements.
- D. Failure to operate a bus with a functioning farebox / Easy Card Reader upon County's reinstatement of fare collection.
- E. Operating in service without an operable air conditioning system.

For the violations listed below (E-M) the County will assess liquidated damages as prescribed if the County, at its sole discretion, deems that the violations are within reasonable control of the Contractor.

- F. Failure to adhere to schedules for Fixed Route Service, as monitored by the County, shall result in liquidated damages in the amount of \$200 per day where schedules are not followed.
- G. Failure to display signs when signs have been provided by the County, will result in liquidated damages in the amount of \$50 per day per vehicle.
- H. Failure to respond to complaints received from the County within the specific time period specified in Section 2.7 of Appendix A in the Emergency Purchased Fixed Bus Rout Services Contract will result in liquidated damages of \$200 each day after the response due date.
- I. The Contractor is required to record and submit to the County, all operating statistics or any other pertinent information requested by the County. Failure to submit such information may result in the Contractor being assessed liquidated damages equal to four (4) hours of service at the current hourly rate of pay. Each day thereafter, the Contractor will be assessed an additional two (2) hours of pay until the information is provided.
- J. Failure to report incidents (anything that has a safety or service impact) will result in liquidated damages in the amount of \$200 per occurrence.
- K. Failure to notify Bus Traffic Control (BTC) in accordance with section 3.11 will result in liquidated damages of \$200 per occurrence.

- L. Failure to notify the County in writing and request approval for the substitution of representatives stated in Section 2.10 of Appendix A in the Emergency Purchased Fixed Bus Rout Services Contract, will result in liquidated damages of \$50 per employee per day.
- M. The Contractor will be assessed liquidated damages in the amount of \$1,000 for each month where the on-time performance for the month is below 78%.
- N. The Contractor will be assessed liquidated damages in the amount of \$200 for each month where the Customer Complaint is greater than two (2) per 12,000 boardings.

## **2.7 Complaints Handling and Notification of Delays**

The Contractor shall refer complainants to DTPW's Information and Customer Service number (305) 891-3131, TDD (305) 499-8971. The Contractor will be informed of all complaints received by the County and shall acknowledge receipt of the complaint by phone, facsimile or electronic mail within twenty-four (24) hours of receipt. Contractor shall investigate and provide resolution in written form to the County within three (3) working days after receipt of the complaint unless the County requests an immediate response due to the urgency of the complaint. In the event a resolution to a complaint is unattainable within the three days, the Contractor shall provide an explanation detailing why the complaint has not been resolved, and the number of days the Contractor requires to resolve the complaint.

## **2.8 Service Interruptions**

The Contractor shall notify Bus Traffic Control (BTC) via phone 7 days a week, 24 hours a day and the project manager via email 7 days a week, 24 hours a day of any irregularity which will include, but not be limited to:

- A. Any departure more than 30 minutes late from schedule time or service delays and schedule adherence problems within forty-five (45) minutes of the occurrence,
- B. Accidents, passengers being transported to medical facility, fatality, incidents within fifteen (15) minutes of the occurrence,
- C. Complaints, GPS operation, and farebox malfunctions within one (1) hour occurrence.



## **2.9 Audit and Inspections**

The Contractor shall maintain all project records as requested by the County. All project records prepared by the Contractor shall be owned by the County and shall be made available to the County at no additional charge. Such records include but are not limited to training, ridership, on time performance, mean distance between failures (mdbf), financials, statistics, passenger miles, and all requests hereunder. The Contractor is required to send staff to National Transportation Database (NTD) trainings and provide proof of attendance. Data required for NTD reporting will be provided to the county on a monthly basis or as deemed necessary by DTPW. All other requests, records, or reports shall be provided upon DTPW's request.

The Contractor shall maintain and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Contract for a period of three (3) years from the expiration date of this Contract and any extension thereof.

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Contract and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

The County may perform Quality Assurance (QA) Audits of the Contractor, or any Subcontractor, activities at any time during the term of this Contract. These QA Audits will help to ensure that the services and products delivered to Miami-Dade County conform to the requirements this ITB. The QA Auditing activities of the County shall in any way lessen, negate, or replace the quality assurance responsibilities of the Contractor.

The Contractor will be audited on an annual basis by DTPW's Office of Safety and Security for compliance with all FDOT Rule 14-90 requirements to ensure that Contractor service has a current System Safety Program Plan, Security Program Plan and a certification on file with DTPW. The Contractor must be in compliance with FDOT Rule 14-90 and DTPW Safety Standards, including DTPW's Bus System Safety Program Plan.

## **2.10 Substitution of Personnel**

In the event the Contractor wishes to substitute their representative stated in Section 2.4.1(A), they must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Failure to do so will result in liquidated damages of \$50.00 per employee per day.



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** July 20, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(28)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(28)  
7-20-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 2-8.1(B)(1) OF THE COUNTY CODE AND SECTION 5.03(D) OF THE COUNTY CHARTER BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND RETROACTIVELY APPROVING THE AWARD OF CONTRACT TO SAFEGUARD AMERICA, INC. EFFECTIVE JULY 17, 2021 FOR THE PROVISION OF TRANSIT SERVICES AT THE HOURLY RATE OF \$77.71 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$348,465.89; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS OF THE BID WAIVER

**WHEREAS,** this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**WHEREAS,** the Board finds it in the best interest of the County to waive competitive bidding requirements of Section 2-8.1(b)(1) of the County Code and Section 5.03(D) of the County Charter by a two-thirds vote of the Board members present,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board finds it in the best interest of the County to waive competitive bidding requirements of Section 2-8.1(b)(1) of the County Code and Section 5.03(D) of the County Charter by a two-thirds vote of the Board members present and retroactively approves the award of contract to Safeguard America, Inc. effective July 17, 2021 for the provision of transit services at the hourly rate of \$77.71 for a total contract amount not to exceed \$348,465.89; and further authorizes the County Mayor or County

Mayor's designee to execute documents necessary to effectuate the same and exercise all provisions of the bid waiver.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney  
as to form and legal sufficiency.  
Bruce Libhaber

