

MEMORANDUM

Agenda Item No. 8(P)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 16, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving award of Contract No. RFP-01987 to Universal Protection Service, LLC d/b/a Allied Universal Security Services for the purchase of security guard services for the Department of Transportation and Public Works in a total amount not to exceed \$191,179,102.00 for a five-year term; and authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any cancellation and extension provisions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: May 16, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Recommendation for Approval to Award Security Guard Services for DTPW

Summary

This item is recommending the award of a contract for the purchase of security guard services for the Department of Transportation and Public Works (DTPW). The contract will provide armed security guard services in a manner that ensures the highest level of security throughout DTPW maintenance facilities, Metrorail and Metromover stations, bus maintenance facilities, passenger park and ride lots, major bus terminals, and all other facilities that support the County's mass transit system.

It is DTPW's goal to protect the public, its personnel and property by means of well-trained, experienced, alert, and dedicated security guards. The contract will also provide for armed security guard services on a countywide basis, including emergencies such as hurricanes, floods, other acts of nature, civil unrest, and acts of terrorism. Security guards may be diverted by the County from their normal assignment to meet emergency situations or special duty assignments. In addition, the County is integrating security equipment and technology with the human element to maximize the effectiveness of DTPW's security system. DTPW currently utilizes over 1,277 Closed Circuit Television (CCTV) cameras (both Pan-Tilt-Zoom and static/stationary) and various software platforms to view and record imagery throughout DTPW properties and vehicles. The contract's scope encompasses security coverage at stations being developed along the Bus Rapid Transit network, of which 14 are planned at this time. The contract allows for services and facilities to be adjusted at the sole discretion of the County.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01987, Security Guard Services for DTPW*, to Universal Protection Service, LLC d/b/a Allied Universal Security Services (Allied Universal) in the amount of \$191,179,102 for a five-year term for DTPW. This contract will replace *Contract No. BW9808-0/22*, which was awarded by the Board on September 3, 2014 for an eight-year term in the amount of \$107,512,926 pursuant to Resolution No. R-755-14. The contract has since been modified with additional expenditure authority of \$53,574,482.

Background

Staff commenced the re-procurement process in November 2020. Extensive market research was conducted which included gathering feedback and input from various stakeholders, including the Services Employees International Union, 32BJ (SEIU) and vendor community, to ensure the replacement scope of work was comprehensive to meet all stakeholder needs. Multiple consultations were held with the County Attorney's Office (CAO) to ensure the contract language met legal sufficiency.

The solicitation was advertised on February 24, 2022. Upon advertisement, 129 vendors were notified and viewed the solicitation, of which 34 downloaded the solicitation. On the June 24, 2022, 11 proposers responded, including one "No Bid." Of the 10 proposals received, six proposers are local vendors, and two are certified Small Business Enterprise (SBE) firms. All proposals were forwarded to Small Business Division, Internal Services Department, in June 2022 for compliance with the SBE goals, which was received in August 2022. On July 19, 2022, upon review of proposals, seven of the 10 proposals were forwarded to the CAO for responsiveness review. Subsequently, on November 23,

2022, the CAO deemed all seven proposals non-responsive. A second legal opinion for one of the remaining firms was requested on November 30, 2022. The actual opinion was received in December 2022 deeming the firm responsive.

The Competitive Selection Committee completed the evaluation and scoring of the three remaining proposers on February 10, 2023. The negotiations with the highest ranked proposer, Allied Universal, commenced in March 2023, and ended in April 2023. Allied Universal, the incumbent provider, will pay security personnel the same wage rates being paid under the current contract, as approved by the Board on February 7, 2023, through Resolution No. R-90-23. Adoption of this resolution increased the wages of security personnel higher than the County's Living Wage to better position Allied Universal to hire and retain qualified candidates for the delivery of security guard services. The previous wage rates made it difficult to remain competitive in today's market as these frontline security guards work long hours and are constantly exposed to high-risk situations while protecting the public's welfare and the County's assets. Additionally, the contract includes the requirements of Ordinance No. 21-82 providing paid sick leave to security guards.

Allied Universal further agreed to provide to the County, at no additional cost, the HELIAUS Technology Platform. This solution functions as a comprehensive workforce management solution through instant post orders, incident reporting, GPS tracking, visitor logging, and more. HELIAUS consists of two parts: HELIAUS Mobile and HELIAUS Portal. HELIAUS mobile allows Allied Universal to share information and acts as a virtual coach on post. HELIAUS Portal will provide the County with real-time visibility into site-specific events and activities, as well as a historical overview to identify trends and develop future insights. The estimated cost avoidance for the five-year contract is \$1,552,200. This software is proprietary to Allied Universal, but will not tie the County to this vendor, as each proposer has its own software or can purchase off-the-shelf software to address a technological solution requirement in the RFP.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$191,179,102. This amount represents the Proposer's price of \$186,297,678, and projected Living Wage increases in the amount of \$4,881,424. The current contract, *BW9808-0/22*, is valued at \$161,087,408 for an eight-year and six-month term and expires on June 30, 2023. The allocation under the replacement contract is higher than the current contract on an annualized basis due to additional security requirements, inflation, and general cost of living increases. While the wage rates are the same, the hourly bill rates for all positions are \$2 per hour lower than under the current contract.

Department	Allocation	Funding Source	Contract Manager
DTPW	\$191,179,102	General Fund	Eric Muntan
Total:	\$191,179,102		

Track Record/Monitor

Vanessa Stroman of SPD is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition, and 11 responses to the solicitation were received, including one “No Bid.”

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Universal Protection Service, LLC d/b/a Allied Universal Security Services	450 Exchange Irvine, CA	7200 Corporate Center Drive Suite 600 Miami, FL	4,085	Steven Jones
			1.40%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
The Feick Company, LLC dba Transit Security Consortium	Yes	Evaluation Scores/Ranking
Unique Surveillance dba Fast Guard Security, LLC	Yes	
AJ Squared Security, Inc.	No	Deemed non-responsive by the CAO (opinions attached)
American Guard Services, Inc.	No	
D Best Security, Inc.	Yes	
Denson Protective Services, Corp. (SBE)	Yes	
Inter-Con Security Systems, Inc.	No	
PackPlus, Inc dba Josmar Medical Staffing (SBE)(DBE)	Yes	
PalAmerican Security, Inc.	No	No Bid*
Kent Security Services, Inc.	Not provided	

*A “No Bid” means the vendor responded indicating that it will not be providing an offer.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD’s Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County’s current needs. The review included conducting market research, posting solicitation drafts for industry comments, and holding meetings and drafting sessions with the user department. The scope of services was updated to include the latest list of locations, updated number of posts, minimum requirements and qualifications of personnel.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- A 20% SBE Goods and Services Goal is applicable to the contract.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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- The Local Preference was applied.
- The Living Wage and Sick Leave apply as the services are covered under the Ordinances.

Attachments

A handwritten signature in blue ink, appearing to read 'Jimmy Morales', with a stylized, cursive script.

Jimmy Morales
Chief Operations Officer

Memorandum



Date: November 23, 2022

To: Jesus Lee
Procurement Contracting Officer
Strategic Procurement Department

From: Annery Pulgar Alfonso and Bruce Libhaber
Assistant County Attorneys

Subject: Response to Request for Responsiveness of Various Bidders for RFP-01987, Security Guard Services for Department of Transportation and Public Works (the "Solicitation")

You have asked this office if proposals submitted by various vendors in response to the Solicitation are responsive. We rely on the information provided in your memorandum and the Solicitation documents.

FACTS

The Solicitation is seeking the provision of security guard services for the Department of Transportation and Public Works (DTPW). You have asked us whether the County can accept proposals from the following five (5) vendors where the vendors did not include an acceptable bid security with their respective proposals: (1) AJ Squared Security Inc.; (2) D Best Security Inc.; (3) Denson Protective Services, Inc.; (4) PackPlus Inc. dba Josmar Medical Staffing; and (5) PalAmerican Security Inc. Additionally, you asked whether the County can accept proposals from the following two (2) vendors where the vendors submitted only a copy of their bid bond through BidSync but never submitted the original bid bond to the County: (1) American Guard Services, Inc.; and (2) Inter-Con Security Systems, Inc. For the reasons set forth below, we conclude that the proposal from all seven (7) above referenced vendors are not responsive for their failure to submit an acceptable bid security with their respective proposals.¹

You also asked whether the County can accept a proposal from Unique Surveillance LLC dba Fast Guard Service ("Unique Surveillance") where the vendor's price submittal form includes "pricing that is not consistent with other proposer's prices." Nothing in Unique Surveillance's price submittal form results in Unique Surveillance's proposal being deemed not responsive. No further discussion is necessary as to Unique Surveillance's proposal.

¹ You also raised various other matters which could have independently formed the basis of a finding of non-responsiveness for most, if not all, the above referenced vendors, however, no such analysis is necessary as the bid security issue is dispositive.

DISCUSSION

AJ Squared Security Inc.; D Best Security Inc.; Denson Protective Services, Inc.; PackPlus Inc. dba Josmar Medical Staffing; and PalAmerican Security Inc.

The following five (5) vendors failed to provide an acceptable form of bid security with their proposals: (1) AJ Squared Security Inc.; (2) D Best Security Inc.; (3) Denson Protective Services, Inc.; (4) PackPlus Inc. dba Josmar Medical Staffing; and (5) PalAmerican Security Inc.

Section 1.12 of the Solicitation provides that, “[t]he Proposer must submit a bid security with its Proposal in the amount of \$20,000. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive. Bid security must be in the form of a certified check, cashier’s check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida.”

The failure of the five above referenced vendors to provide a bid bond or other form of acceptable bid security renders their respective proposals non-responsive and they should therefore be rejected because it deprives the County of the assurance that the contract would be entered into if the bid is accepted. *See Robinson Elec. Co., Inc. v. Dade Cnty.*, 417 So. 2d 1032, 1032 (Fla. 3d DCA 1982). The five above referenced vendors may not cure this defect by subsequently submitting a bond or other bid security. The RFP required that the bid security be submitted with the proposal. As the failure to submit the bid bond is not waivable, so too is the requirement that it be submitted with the proposal.

This opinion is consistent with previous opinions of this office. In addition, this opinion is consistent with conclusions reached by other state and federal procurement authorities. *See, e.g.*, Opinion No. 2003-196, Office of the Attorney Gen. of the State of Ala. (July 22, 2003) (holding that bid security submitted only minutes after bid submittal and bid opening is a non-waivable defect); *see also Matter of: Elevator Servs. & Sales, Inc.*, B- 193519 (Comp. Gen.), 79-1 CPD P 102, 1979 WL 12921 (Comp. Gen. Feb. 13, 1979) (failure to provide bid bond where solicitation requires one renders bid nonresponsive).

American Guard Services, Inc.; and Inter-Con Security Systems, Inc.

American Guard Services, Inc. and Inter-Con Security Systems, Inc. submitted a copy of their respective bid bonds through BidSync, both vendors, however, failed to submit a physical copy of the bid bonds to date.

Section 1.12 of the Solicitation provides that, “[t]he Proposer must submit a bid security with its Proposal in the amount of \$20,000. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive. Bid security must be in the form of a certified check, cashier’s check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida. The bid security is conditioned upon the selected Proposer submitting the specified performance and payment bond. Failure or refusal of the selected Proposer to submit a satisfactory performance and payment bond within the time

stated will result in the forfeiture of the bid security as liquidated damages. Bid securities will be returned after the contract is executed, unless returned earlier, at the County's discretion."

Copies of bid bonds, when an original is not submitted, "generally do not satisfy the requirement for a bid guarantee because there is no way" for the County to ensure that the bid bond has not been altered without the surety's consent. *See e.g., Matter of: Hamilton Pacific Chamberlain, LLC*, B- 409795 (Comp. Gen.), 2014 CPD P 227, 2014 WL 3908466, at *4 (holding that "copies of bid guarantee documents, whether transmitted electronically or hand-delivered, generally do not satisfy the requirement for a bid guarantee since there is no way, other than by referring to the original documents after bid opening, for the contracting agency to be certain that there had not been alterations to which the surety had not consented and could use as a basis to disclaim liability"); *Matter of R.P. Richards, Inc.*, B-272430 (Comp. Gen.), 96-2 CPD P 138, 1996 WL 576969, at *1-*2 (rejecting bidder's argument that "its bid bond was acceptable because a comparison of the facsimile to the original bond, which it submitted to the agency after bid opening, shows that the facsimile in fact contained no alterations[,] . . . [and that the bidder] submitted a sworn statement from a director of the surety, stating that the surety intended to be bound by the facsimile signature a sworn statement from the attorney-in-fact that he intended his facsimile signature on the bond to bind the surety, and a statement from the protester's employee who submitted the bid that he did not alter the bond documents" when all of this evidence was presented after bid opening because "[t]he deficiency in a bond cannot be cured by submitting the original bond documents, or other evidence, after bid opening, because this would essentially provide the bidder with the option of accepting or rejecting the award by either correcting or not correcting the bond deficiency, which is inconsistent with the sealed bidding system."); *A&D Fire Protection, Inc. v. United States*, 72 Fed. Cl. 126, 138 (Fed. Cl. 2006) ("Even if A & D had submitted its bid bond by mail or hand-delivery, a facsimile or photocopy of the bid bond would not normally have been an adequate substitute for an original bond and A & D's bid would still have been nonresponsive.").² Consequently, both American Guard Services, Inc.'s and Inter-Con Security Systems, Inc.'s proposals are non-responsive.³

² While section 2-8.1(j)(2) of the Code of Miami-Dade County, Florida provides that the County Mayor "is authorized to pursue electronic commerce and on-line procurement of goods and services through the use of electronic means including the use of electronic signatures," such authority does not extend to accepting copies of bid securities. A copy of a bid security may not be negotiable and therefore, "[c]opies of bid guarantee documents, whether transmitted electronically or hand-delivered, generally do not satisfy the requirement for a bid guarantee since there is no way, other than by referring to the original documents after bid opening, for the contracting agency to be certain that there had not been alterations to which the surety had not consented and could use as a basis to disclaim liability." *Matter of: TJ's Marine Construction LLC*, B- 402227 (Comp. Gen.), 2010 CPD P 19, 2010 WL 56188 at *3; *see also Matter of: Hamilton Pacific Chamberlain, LLC*, B- 409795 (Comp. Gen.), 2014 CPD P 227, 2014 WL 3908466, at *4.

³ The cover page of the Solicitation provides that "[e]lectronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time." Section 1.12 of the Solicitation further provides that,

Annery Pulgar Alfonso

Annery Pulgar Alfonso
Bruce Libhaber

“[t]he Proposer must submit a bid security with its Proposal in the amount of \$20,000. This security must accompany the Proposal. . . . Bid securities will be returned after the contract is executed, unless returned earlier, at the County’s discretion.” The language of the Solicitation potentially creates an ambiguity regarding the process by which a vendor submits its bid security. However, to the extent a proposer believed that such an ambiguity existed, Implementing Order 3-31 requires that “[a]ny question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a bid protest, unless it was brought by that bidder or vendor to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person of the County department that issued the solicitation document, at least two (2) work days (not less than 48 hours) prior to the hour of bid opening or proposal submission. This rule allows the issuing department the opportunity to consider, and to resolve or clarify in a timely fashion, through the issuance of an addendum, any such matter that is apparent on the face of the solicitation document, including but not limited to ambiguities or inconsistencies within the document.” You have advised that no vendor sought to clarify the process by which vendors are required to submit the bid security to the County. Indeed, some vendors submitted their original bid security by mail to the County. To the extent the administration believes that this potential ambiguity adversely affected the procurement process notwithstanding the failure of any proposer to raise the issue, it is within the discretion of the administration to recommend the rejection of all bids.

Memorandum



Date: December 13, 2022

To: Jesus Lee
Procurement Contracting Officer
Strategic Procurement Department

From: Annery Pulgar Alfonso and Bruce Libhaber
Assistant County Attorneys

Subject: Response to Request for Responsiveness of Various Bidders for RFP-01987, Security Guard Services for Department of Transportation and Public Works (the "Solicitation")

You have asked this office if the proposal submitted by The Feick Company, LLC dba Transit Security Consortium ("TSC") in response to the Solicitation is responsive even though it was only signed by TSC and not by Feick Security Corporation, Security Alliance, LLC, or Vista Security Services. The Solicitation is seeking the provision of security guard services for the Department of Transportation and Public Works (DTPW).¹

FACTS

You have advised that TSC's proposal submittal form was signed by Gary Feick, Manager of TSC. TSC appears to be a joint venture made up of the following partner entities: Feick Security Corporation, Security Alliance, LLC, or Vista Security Services (collectively the "Partners"). You further advised that none of the Partners provided an executed proposal submittal form. You have also advised that TSC's proposal submittal form did not include a federal identification employee number (FEIN) for TSC. However, TSC included its FEIN number on its small business certificate of assurance, subcontracting form, and contractor due diligence affidavit.

Section 1.2 defines "Proposer" to mean:

[T]he person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation. In the event the Solicitation Submittal Form identifies a joint venture as the Proposer, the County will consider the proposal to be the commitment of each entity identified in the form to enter into a contract with the County as a Prime Contractor on a joint and severable basis. Unless otherwise expressly indicated below, for all purposes under this Solicitation, including but not limited to the evaluation of qualifications, the County will consider only the experience of the Proposer identified in the Solicitation Submittal Form, not its parents, subsidiaries or affiliated entities including any joint venture partner who is not a person identified in the Solicitation Submittal Form as a Proposer. The words "Scope of Services" to mean Section 2.0 of this

¹ On November 30, 2022, you requested a second responsiveness opinion for this subject Solicitation. This second responsiveness opinion supplements the previous opinion dated November 23, 2022.

Solicitation, which details the work to be performed by the Contractor. Therefore, all firms which will be jointly and severally liable to the County must complete the referenced form, and then the County would consider the relevant experience of each.

Section 4.2 pertaining to the evaluation criteria, further provides that:

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively “an Affiliated Company”). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

The proposal submittal form was signed by Gary Feick as Manager of TSC. Further, TSC provided its FEIN number on various forms in its proposal. As such, there is no ambiguity as to who the proposer is, *i.e.*, TSC. Moreover, you have advised that TSC has the license required by section 1.13 of the Solicitation. Nothing in the Solicitation requires that the Partners sign the proposal—in addition to TSC—as a matter of responsiveness. While it appears that TSC is seeking consideration of the experience and qualifications of the Partners, to the extent such Partners qualify as an Affiliated Company as defined in section 4.2. of the Solicitation, “the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis.” Accordingly, TSC’s proposal is responsive.



Annery Pulgar Alfonso
Bruce Libhaber



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 16, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

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. 8(P)(1)
5-16-23

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01987 TO UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES FOR THE PURCHASE OF SECURITY GUARD SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL AMOUNT NOT TO EXCEED \$191,179,102.00 FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. RFP-01987 to Universal Protection Service, LLC d/b/a Allied Universal Security Services, in substantially the form attached and made a part hereof, for the purchase of security guard services for the Department of Transportation and Public Works in a total amount not to exceed \$191,179,102.00 for a five-year term.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation and extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

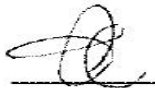
The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso
Bruce Libhaber

Title: Security Guard Services for DTPW
Contract No. RFP-01987

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Universal Protection Service, LLC d/b/a Allied Universal Security Services (Allied Universal), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 450 Exchange Irvine, CA 92602 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Security Guard Services for DTPW, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 01987 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated February 28, 2022, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No.01987 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.

- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean awarded vendor, successful proposer and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendix A – Scope of Services and Appendix B – Price Schedule; 3) Miami-Dade County's RFP No. 01987 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to

time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date in the Notice to Proceed issued by DTPW, and shall continue through the last day of the sixtieth (60) 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.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention: Eric Muntan
Phone: 305-375-4240
E-mail: eric.muntan@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: cpo@miamidade.gov

(2) To the Contractor

Attention: Jose Ubieta
Phone: 305-262-7123
E-mail: jose.ubieta@aus.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of One hundred ninety million, six hundred ninety-nine thousand, eight hundred twenty dollars, and twenty-five cents (\$190,699,820.25). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

Pursuant to [Section 2-8.9](#) of the Code of Miami-Dade County, all applicable contractors entering into a contract with the County shall comply with the provisions Section 2-8.9, pay the prevailing living wage, and hereby acknowledges awareness of the penalties for non-compliance.

The County will pay Living Wage percentage increases published by the Small Business Development Division for applicable covered services positions by adjusting the labor rates awarded.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than twice per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, 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 Contractor. 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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, 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. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable

Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Miami Dade Transit Safety & Security Office
111 NW 1st Street, 4th Floor
FEIN: 22-3262806
Miami, FL 33128-1916
Attention: Accounts Payable

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

ARTICLE 11. 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate not to exclude Assault & Battery, Products & Completed Operations, Personal & Advertising Injury, Libel, Slander, False Arrest, Detention and Imprisonment. 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 \$1,000,000 combined single limit per

occurrence for bodily injury and property damage.

- D. Professional Liability or Errors & Omissions insurance in an amount not less than \$5,000,000 per claim.
- E. Umbrella Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate

*If Excess Liability is provided must be follow form for coverage's B and C

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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days,

the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 15. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be

deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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 Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement 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 Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall

include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

- iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide

adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers

who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a

result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***

(Section 2-8.1 of the Code of Miami-Dade County)

2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

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 Agreement 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 Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

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. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. 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.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."

- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items “h” through “m” above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee,

agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the

Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 43. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination,

cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 45. PERFORMANCE AND PAYMENT BOND

A minimum of ten (10) days' before Contractor commences any work or any materials are purchased from a supplier, Contractor shall execute, deliver to the County and record in the public records of the County, a Payment and Performance Bond equal to 20% of the total agreed upon annual price. Each Payment and Performance Bond shall be in compliance with all applicable laws including the terms and requirements of Florida Statutes, Section 255.05, including Sections 255.05(1)(a) and (c), 255.05(3), and 255.05(6), and shall name the County and the Contractor beneficiaries thereof, as joint obligees.

Alternatively to the Payment and Performance Bond described above, the Contractor may provide County with an alternate form of security ("Alternative Security") which fully complies with Section 255.05 of the Florida State Statutes and meets the following specifications:

A. The Contractor shall provide to County either a certified check that the County may deposit in a County-controlled bank account or an Irrevocable Letter of Credit, in accordance with Article 12 "Irrevocable Letter of Credit", either of which shall be in a form and for an amount that is acceptable to the County and which shall remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate that all subcontractors performing work and all suppliers of materials have been paid.

If the Contractor provides the Alternative Security, the Contractor shall also comply with the following obligations:

- A. The Contractor shall obtain a Conditional Release of Lien from each of its prime contractor(s) at the time each progress payment is made; and
- B. The Contractor shall obtain an Unconditional Release of Lien from each of its prime contractor(s) within five (5) business days after payment is made.

In the event the Contractor's contractor(s) claim non-payment(s), and/or, fail to timely provide Unconditional Releases of Lien within the timeframe stipulated under these terms, the Contractor reserves the right but not the obligation to:

- A. Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or;
- B. Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, the Contractor shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

All bonds provided by the Contractor or its prime contractor(s) must meet the following requirements:

- A. Be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- B. Clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond(s) shall be prior to the issuance of the NTP. The County may negotiate the amount of the bond(s) depending on the phase of the Project.

Failure by the Contractor to provide the required performance and payment bond(s) or Alternative Security in the manner and within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall render the Proposer ineligible for award and the County may retain the ineligible Proposer's bid security.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

for

Name: Jose Ubieta

Name: Daniella Levine Cava

Title: Senior Regional VP

Title: Mayor

Date: 4/14/2023

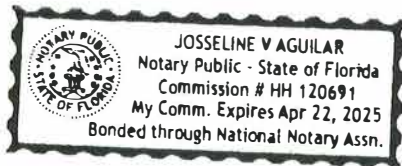
Date: _____

Attest: *Joseline V Aguilar*
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

Appendix A SCOPE OF SERVICES

2.0 SCOPE OF WORK

2.1 Background

Miami-Dade County, herein after referred to as the County, on behalf of the Department of Transportation and Public Work's (DTPW) hereby contract these services to provide armed security guard services, in a manner that ensures the highest level of security throughout to DTPW's maintenance facilities, Metrorail and Metromover stations, bus maintenance facilities, passenger-park and ride lots, major bus terminals, and all other facilities that support the mass transit efforts of Miami-Dade County. DTPW currently utilizes over 1,277 Closed Circuit Television (CCTV) cameras (both Pan-Tilt-Zoom and static/stationary), and various software platforms to view and record imagery throughout the DTPW 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 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 DTPW's security system effectiveness.

2.2 DTPW Infrastructure/Facilities

The services for armed security guard services, enhanced with technology, will be provided at the DTPW 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 DTPW Facilities:

A. Metrobus, Metrorail, and Metromover Maintenance Facilities:

- 1) Metrobus has three bus repair division facilities (bus maintenance 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. DTPW'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 74th Avenue
3	Northeast Bus Facility	360 NE 185th Street
4	William Lehman Center	6601 NW 72nd Avenue
5	Joseph Bryant Metromover Maintenance Facility	100 SW 1st Avenue
6	South Miami-Dade Bus Maintenance Facility [proposed]	TBD

B. Metro Rail Stations and Facilities

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

Sector 1	Sector 2	Sector 3	Sector 4	Intermodal Sector
Dadeland South	Coconut Grove	Civic Center	Dr. Martin Luther King, Jr.	Miami International Airport

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Dadeland North	Vizcaya	Santa Clara	Northside	
South Miami	Brickell	Allapattah	Tri-Rail	
University	Government Center	Earlington Heights	Hialeah	
Douglas Road	Overtown Village	Brownsville	Okeechobee	
	Culmer		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 1.5 million 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	1501 NW 12 th Avenue
5	Coconut Grove	2780 SW 27 th Avenue
6	Culmer	710 NW 11 th Street
7	Dadeland North	8340 South Dixie Highway
8	Dadeland South	9150 Dadeland Blvd
9	Douglas Road	3100 SW 37 th 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 Boulevard

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2	Dadeland North Garage	8340 US Highway 1
3	South Miami Garage	5449 Sunset Drive
4	University Surface Parking Lot	5500 Ponce de Lean 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

- 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	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 8 th 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 4 th Street
18	School Board	50 NE 15 th Street
19	Tenth Street/Promenade	1011 NE 1 st Avenue
20	Third Street	250 South Miami Avenue
21	Wilke D. Ferguson, Jr.	90 NW 5 th Street

- 4) Bus Park and Ride Locations: Parking//Park and Ride facilities are located throughout the County where DTPW passengers park their personal vehicles and transfer to DTPW buses. Following are the Bus Park and Ride locations:

Bus Park and Ride Locations	
Facility	Address

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1	Golden Glades Park & Ride Facility	NW 159 Street/NW 2 Avenue
2	Park & Ride Lot SW 152 Street/South Dade Transitway	SW 152 Street/US Highway 1
3	Park & Ride Lot SW 168 Street/South Dade Transitway	SW 168 Street/ US Highway 1
4	Park & Ride Lot SW 112 Avenue/South Dade Transitway	SW 112 Avenue/ US Highway 1
5	Park & Ride Lot SW 296 Street/South Dade Transitway	SW 296 Street/US Highway 1
6	NE 2 Drive/Civic Center Street	NE 2 Drive/Civic Center Street (Homestead)
7	I-75 Park and Ride	I-75/Miami Gardens Drive
8	836 Express - Tamiami Station	TBD
9	Dolphin Park and Ride - 966 [17 hours x 5 days]	NW 14 Street/Florida Turnpike
10	Coral Reef/Florida Turnpike	SW 152 Street and SW 117 Avenue
11	Park & Ride Lot SW 244 Street/South Dade Transitway	SW 244 Street/ US Highway 1
12	Park & Ride Lot SW 344 Street/South Dade Transitway	SW 344 Street/ US Highway 1
13	Park & Ride Lot SW 197 Street/South Dade Transitway	SW 197 Street/ US Highway 1
14	Miami Gardens Drive Park and Ride	Miami Gardens Drive/NW 73 Avenue
15	West Kendall Terminal	9155 SW 162 nd Avenue
16	Kendall Drive/SW 127 Avenue	9001 SW 127 th Avenue
17	Hammocks Towne Center	10201 Hammocks Boulevard

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

Additional DTPW Sites		
Facility		Address
1	Miscellaneous DTPW Services	111 NW 1 st Street
2	Central Business District	SW 1st Street/USW 1st Avenue
3	Omni Bus Terminal	1500 NW Biscayne Boulevard
4	Aventura Station (<i>Brightline commuter rail station</i>)	19700 West Dixie Highway

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Proposed DTPW Bus Rapid Transit Stations		
Facility		Address
1	Bus Rapid Transit Stations (BRT)	SW 177th Avenue (SR 997 / Krome Avenue)
2	Bus Rapid Transit Stations (BRT)	Civic Court (near MDC – Homestead Campus)
3	Bus Rapid Transit Stations (BRT)	SW 312 th Street (Campbell Drive)
4	Bus Rapid Transit Stations (BRT)	SW 296 th Street
5	Bus Rapid Transit Stations (BRT)	SW 264 th Street (Bauer Drive)
6	Bus Rapid Transit Stations (BRT)	SW 244 th Street (Coconut Palm Drive)
7	Bus Rapid Transit Stations (BRT)	SW 112 th Avenue (SR 989 / Allapattah Road)
8	Bus Rapid Transit Stations (BRT)	SW 200 th Street (Caribbean Boulevard)
9	Bus Rapid Transit Stations (BRT)	Marlin Road
10	Bus Rapid Transit Stations (BRT)	SW 184 th Street (Eureka Drive)
11	Bus Rapid Transit Stations (BRT)	SW 168 th Street (Richmond Drive)
12	Bus Rapid Transit Stations (BRT)	SW 152 nd Street (SR 992 / Coral Reef Drive)
13	Bus Rapid Transit Stations (BRT)	SW 136 th Street (Howard Drive)
14	Bus Rapid Transit Stations (BRT)	SW 104 th Street

Notes:

Facilities may be added or deleted at the complete discretion of the County. The County may delete/amend operational needs/service at any facility when such service is no longer required, upon three (3) calendar days, written notice to the Contractor.

The Bus Rapid Transit (BRT) facilities and corresponding addresses are proposed and are subject to change.

2.3 **MINIMUM REQUIREMENTS AND SERVICES TO BE PROVIDED**

The Contractor 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 designated locations and hours, as may be amended by the County. In addition, the Contractor 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 Contractor shall meet the following requirements, prior to issuance of a Notice-to-Proceed (NTP) or Purchase Order (PO).

These requirements are continuing conditions throughout the term of the Contract, including any renewals and extensions thereof.

- a) Meet Performance Bond Requirements:

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- b) Meet requirements of the Central Dispatch Center *[Refer to Sections 2.6.11; 2.17; and 2.19]*
- c) Provide documentation that the Local Management Office is operating and is located in Miami-Dade County. *[Refer to Section 2.18]*
- d) Meet the Insurance requirements. The Contractor shall 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 *[Refer to Section 2.19]*
- f) Provide a Quality Assurance Plan *[Refer to Section 2.33]*
- g) Prepare post orders, and get approval from County *[Refer to Section 2.7]*
- h) Provide all necessary licenses, permits and certificates for Contractor
- i) Ensure all personnel assigned to Contract are approved by DTPW 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. *[Refer to Sections 2.4.1 and 2.4.2]*
- k) Provide applicable training to security personnel *[Refer to Section 2.5]*
- l) Commence work upon the issuance of NTP.
- m) Adhere to the procedures, staffing requirements, equipment requirements, and all other verbiage contained in the DTPW Transition Plan to be published before the Contractor assumes operational responsibilities as provided for under this solicitation. This Transition Plan will establish the operational frame-work to transition from the expiring security services contract to the contract established under this solicitation. This will ensure that DTPW has continuity of security at all times of operation as required by DTPW. *[Refer to Section 2.3(2)(m)]*

2. General Requirements

The Contractor 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 Contractor. *[Refer to Sections 2.23 through 2.27, as applicable]*
- d) Ensure all personnel have access to the Post Orders at each facility. Post Orders shall be in the form of a bound, hard copy format AND electronically maintained on the EMVD.
- e) Provide training for each employee providing security services *[Refer to Section 2.5]*
- f) Provide Transit approved Project Manager and Crime Analyst to be assigned to Contract in accordance with Section 2.4 of this Document.
- g) Provide documents for each security guard prior to commencement of work:
 - i. Urinalysis reports (performed by outside agency within preceding 60 days)
 - ii. Medical examination reports (dated within preceding 60 days)
 - iii. Psychological assessment/ examination reports (dated within preceding 60 days)
 - iv. Applicable training completion/test results and applicable certifications
 - v. Proof of minimum education/License requirements
 - vi. 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)
 - vii. Proof of citizenship or work permit or INS 1-9 certification
- h) Provide all tools and equipment needed to provide the services at no charge to the County. *[Refer to Sections 2.23 through 2.27, as applicable]*

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- i) Provide all personnel with an Electronic Mobile Video Device (EMVD) which will possess the following characteristics:
 - i. Portable
 - ii. Be equipped with a rugged military grade-protective outer shell/casing.
 - iii. 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.
 - iv. Be configured to use DTPW-installed software platforms.
 - v. Have a screen size/dimension/clarity that is easily viewable (no smaller than 2.3")
 - vi. Have the capability to wirelessly connect to, and intermittently view, in real-time, all DTPW'S CCTVs.
 - vii. 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.
 - viii. Have the capability to transmit information regarding incidents/accidents.
 - ix. 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 DTPW-supported format (allows the County to see all or parts of the Contractors' 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:
 - i. 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.
 - ii. Crime Statistics: Crime trends, crime tracking to include identifying high incident station/areas, types of incidents, descriptions of incidents, etc.
 - iii. 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.
 - iv. 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.
 - v. Documentation/Resources: To allow the County to review Post Orders, Emergency Management Plans, updated Security Bulletins, Be-On-The-Lookout (BOLO), etc.
 - vi. Biometric Time Keeping: The biometric system has the capability of sending an alert to the Contractor in the event a piece of equipment malfunctions. A procedure is in place for the replacement of equipment within 8 hours of the detection.

As an added value, the Contractor shall provide to the County, at no additional cost, the HELIAUS®, Technology Platform. HELIAUS® will be used to fulfill the requirements listed in the Contract. The technological solutions will produce reports that contain information that allows the County to access/view this data in real-time.

HELIAUS® is the Contractor's proprietary artificial intelligence (AI)-driven workforce management solution that uses powerful algorithms to generate risk-averse recommendations.

HELIAUS® - Technology Platform

Functioning as a comprehensive workforce management solution through instant post orders, incident reporting, GPS tracking, visitor logging, and more, HELIAUS® can be tailored to County's security program, vertical market, location, business model, or site specific needs.

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Contractor shall provide the two parts of HELIAUS®, consisting of two parts, HELIAUS® Mobile and HELIAUS® Portal. HELIAUS® Portal will provide the County with real-time visibility into site-specific events and activities, as well as an historical overview to identify trends and develop future insights. HELIAUS® mobile allows the Contractor's security professionals to share information and acts as a virtual coach on post.

Mobile capabilities include:

- Incident and event reporting
- Temperature screening
- Tasks and messages
- Lost and found
- Custom forms
- Visitor and vehicle management
- Fire and safety inspections
- SOS

Quickly Identify Safety and Security Trends

The HELIAUS® dashboard provides on-demand views of historical trends, customizable by date, category, and location. Dashboard insights provide a full view of incidents that will allow the County and the Contractor to adjust resources and responses as needed using the Tour and Workflow applications within HELIAUS®.

Configurable Tours and Workflows

While Security Professionals send data to the online portal, they also receive post order instructions in real time. Through HELIAUS®, the Contractor can program custom workflows that virtually coach Security Professionals when they scan an NFC tag, approach a beacon, or enter a specified GPS zone. Tasks assigned to areas can include following checklists, taking videos or photos, sending an email or text message to County and the Contractor, or answering follow-up questions.

- m) Transition Plan – The Contractor shall adhere to the DTPW Security Services Transition Plan to be developed and published in the preceding months prior to the first day of the Contract as by this solicitation. The DTPW Security Services Transition Plan will provide a detailed frame-work to transition from the expiring Security services contract to the Contract developed as a result of this solicitation. This Transition will require a cooperative effort between the County, DTPW, the security vendor currently providing security services, and the vendor any Contracted developed from this solicitation. The DTPW Security Services Transition Plan will require actions take place in the weeks leading up to Day 1 of NTP to the Contractor. Costs associated as a result of actions taken as a result of the DTPW Security Services Transition Plan may not be billed to the County or DTPW.

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2.4 MINIMUM REQUIREMENTS AND QUALIFICATIONS OF PERSONNEL

2.4.1. Minimum Requirements of All Personnel

Contractor shall ensure that all licenses, certifications, and other personnel requirements will be maintained throughout the term of the Contract. Contractor will assume all costs associated with complying with the personnel requirements, including recruiting, 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 1-551, 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 31 1.12. The Contractor 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 Contractor'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 Contractor 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.

2.4.2. 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 rail patrols, but EXCLUDES dispatch staff and management personnel assigned to administrative duties).

Contractor 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.

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- 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 high school diploma or G.E.D.
- e) Have a minimum of three years of experience as a:
 - i. full-time sworn civilian police officer, or
 - ii. military police officer, career military, or
 - iii. correctional officer (sworn with powers of arrest), or
 - iv. armed security officer, or
 - v. successful completion and graduate of a law enforcement academy

Armed Security Supervisor (include shift supervisor, sector supervisor, Metromover supervisor, facilities supervisor, and revenue supervisor). Contractor 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) Have a high school diploma or G.E.D.
- e) At least one year of experience as a security personnel supervisor
- f) Have a minimum of three years of experience as a:
 - a) full-time sworn civilian police officer, or
 - b) military police officer, career military, or
 - c) correctional officer (sworn with powers of arrest), or
 - d) armed security officer, or
 - e) successful completion and graduate of a law enforcement academy Project Manager

The Contractor shall ensure that the Project Manager meets the following requirements:

- f) Have a valid Manager of a Security Agency License
- g) Have a valid State of Florida Driver's license
- h) 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, or 10 years of professional security management

Note: The Project Manager shall physically work on-site (4th floor, Stephen P. Clarke Center (SPCC) Building), located at 111 NW 1 Street, Miami, Florida 33128, during normal business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m. throughout the term of a contract resulting from this solicitation.

Crime Analyst

In addition to the minimum requirements specified above, the Contractor 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

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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), located at 111 NW 1 Street, Miami, Florida 33128, 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 Contractor 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: ALL Dispatch and TRANSITWATCH staff shall physically work on site (5th floor, SPCC Building) located at 111 NW 1 Street, Miami, Florida 33128, during hours of assigned operation.

2.5 Training Requirements

The Contractor 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 DTPW.

- 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 Contractor 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)
 - i. General and specific post orders for the facility,
 - ii. Policy and specific procedures for responding to emergency alarms, threats of sabotage, fires, incendiary devices, track emergencies, and suspicious packages,
 - iii. Policy and specific procedures for viewing CCTV cameras through the EVMD and responding to viewed locations.
 - iv. Procedures for access control, trespass, and policy on fare media and station entry,
 - v. Operation of the security system within the facility,
 - vi. Operation of the station's Emergency Trip Station (ETS), fire suppression equipment and alarms.
- f) DTPW safety (8 Hours)
DTPW will provide Metrorail and Metromover safety training (attendance is mandatory). All personnel assigned to the Contract will attend and successfully complete the Safety Training

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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)

- i. Basic orientation;
- ii. Transit operations laws, rules, and regulations;
- iii. Overview of the County Contract;
- iv. On-Site procedures;
- v. Post orders, duties, and responsibilities;
- vi. Miami-Dade County Code Chapter 30-B, Transit Agency Rules and Regulations;
- vii. Legal aspects of the job including authority, authority to detain, preservation of scene, courtroom testimony, etc. Officers do not have powers to arrest;
- viii. Legal issues concerning suspicious and criminal activity, search and seizure, misdemeanors, and felonies;
- ix. Professionalism, and courtesy;
- x. Customer service;
- xi. Sensitivity training;
- xii. Americans with Disabilities Act (ADA) Compliance;
- xiii. Tourist assistance;
- xiv. Overview of the County's Transit System including routes, fare structure, fare collection and associated systems, stations, etc.; Route information;
- xv. Conflict management;
- xvi. Site specific equipment, features;
- xvii. Interpersonal skills and human relations;
- xviii. Interpersonal skills, courtesy, and safety processes when dealing with the elderly, people with special needs, people with mental illness, and/or people with disabilities.
- xix. Bomb threats.
- xx. Suspicious persons/activity;
- xxi. Photography at DTPW facilities;
- xxii. Managing aggressive behavior/Crisis Management.
- xxiii. Use-of-Force.
- xxiv. Evacuation procedures;
- xxv. Fire emergency procedures; and
- xxvi. Revenue loss prevention.

h) Patrolling Techniques

- i. Vehicle safety;
- ii. Shift work and sleep adjustment;
- iii. Using senses, staying alert;
- iv. Avoiding distractions;
- v. Foot patrols; and
- vi. Vehicle, bicycle, and golf cart patrolling techniques.

i) First Aid/CPR

- i. Basic first aid and CPR.

j) Tactical Response

- i. Suicide prevention;
- ii. Fatality on the system/train;
- iii. Use-of-Force and de-escalation techniques
- iv. Special events;
- v. Crowd and traffic control;

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- vi. Crime prevention strategies;
- vii. Accident prevention/safety procedures;
- viii. Visual Intermodal Preparedness and Response (VIPR) operations;
- ix. Active shooter;
- x. Bomb threats and Weapons of Mass Destruction (WMD);
- xi. Improvised Explosive Devices (IED);
- xii. Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) devices;
- xiii. Suspicious behavioral recognition;
- xiv. Evacuation from train or station; and
- xv. Suspicious packages.

k) Emergency Preparedness

- i. Reporting breaches/vulnerabilities in safety and security;
- ii. Terrorism awareness;
- iii. Hurricane Plan;
- iv. National Incident Management System (NIMS);
- v. Crime scene;
- vi. Recovery after an emergency; and
- vii. Hazardous materials.

l) Communication Techniques

- i. Two-Way radio communications;
- ii. Report writing;
- iii. Professional communications (Written and Oral) with the public, media, and County administration;
- iv. Call Signs, Q-Codes, Radio Signal Codes (conforms to codes used by the Miami-Dade Police Department);
- v. Dispatching
- vi. TRANSITWATCH;
- vii. Radio/Status checks;
- viii. Use of the radio communication system specified herein; and
- ix. 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.)

q) Validation/Examination

The Contractor 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 Contractor and made available to the County.

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r) Firearms and Weapons Training (no less than 28 Hours)

The Contractor 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:

1. Use of a semi-automatic handgun;
2. Expandable baton;
3. Handcuffs; and
4. Unarmed combat.

The Contractor 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 weapons training and the requisite examinations, the Contractor 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 Contractor will provide the following training curriculum:

s) Legal Aspects of the use of Firearms

1. Chapter 493, Florida Statutes
2. Chapter 775, Florida Statutes
3. Chapter 776, Florida Statutes
4. Chapter 790, Florida Statutes
5. Civil and Criminal Liability
6. An examination on the Legal Aspects of the use of Firearms

t) Operational Firearms Safety

1. General Safety Rules in Handling Firearms
2. Proper Wearing and Storage of the Firearm
3. Safety Rules When Firing the Firearm
4. Semi-Automatic Safety Standards
5. Operating the Firearm
6. General Storage of the Semi-Automatic Firearm
7. Holsters (focused discussion on the use of the double retention holster)
8. An examination on Operational Firearms Safety

u) Firearms Mechanical Training

1. Types of Semi-Automatic Pistols
2. Nomenclature
3. Safety Features
4. Rendering the Semi-Automatic Pistol Safe
5. Field Stripping and Inspection
6. Function of the Semi-Automatic
7. Semi-Automatic Pistol Stoppages
8. Action to Clear Stoppages and Malfunctions

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9. Loading and Unloading of Semi-Automatic Pistols
10. Care and Cleaning of the of Semi-Automatic Pistol
11. An Examination on Firearms Mechanical Training

v) Firearms Range Qualification

1. Stance
2. Proper Grip and Draw
3. Sight Alignment, Sight Picture, and Trigger Control
4. Minimum Range Facility Standards
5. Firearms Range Safety
6. Range Procedures and Rules of Conduct
7. Range Commands — Semi-Automatic Pistol
8. Course of Fire

w) Miscellaneous Training Topics

1. Use of the expandable baton
2. Use of handcuffs
3. Conducting searches of detained subjects (legal issues and safety issues)

x) Shotgun Training

The Contractor will ensure that armed officers will also receive training in the proficient use of a 12-gauge pump action shotgun. The Contractor 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 Contractor 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 Contractor will provide the following training curriculum:

1) 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

y) Specific Training For Project Manager, Supervisors and Dispatchers

In addition to the training provided to all security personnel, the Contractor 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:

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1. 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

2. 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
- e) TRANSITWATCH (phone line and APP)

z) Refresher Training/Requalification

The Contractor 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 determined by the Contractor and the County Contract Administrator. Each refresher training session will be no less than four hours in duration. The Contractor 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.

1) 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 DTPW Facilities.

The Contractor 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

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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.

aa) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor 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 Contractor 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 Contractor. The training curriculum and length will be determined by the County Contract Administrator or designee at a later date.

bb) 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 Contractor shall institute an on-line system of course material, which may be accessed remotely via computer. As a means of validation, the Contractor 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.

2.6 SPECIFIC TASKS AND RESPONSIBILITIES OF PERSONNEL

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

2.6.1 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 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 Contractor 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

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- 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

2.6.2 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, Contractor 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.
- 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.

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- 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:
 - i. Fall asleep;
 - ii. Read newspapers, magazines, or other non-work materials while providing services to the County;
 - iii. Utilize cellular phone except in the case of an emergency;
 - iv. Utilize any unauthorized devices, except as required by the County. These include electronic devices such as portable music players, televisions, DVD or CD players;
 - v. 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.

2.6.3 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.
- 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:
 - i. Asking passengers to remove their feet from seats, and refrain from eating/drinking in the vehicle,
 - ii. Ensuring there is no smoking or loud music inside the moving Metrorail vehicle,
 - iii. Remaining vigilant for criminal activity against passengers or County assets,
 - iv. Detaining individuals committing criminal acts,
 - v. 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 DTPW 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.

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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.

2.6.4 School Patrol Personnel (when requested by DTPW) 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 DTPW. Enforce all applicable federal, state, and local laws, including, but not limited to:
 - i. 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,
 - ii. Asking passengers to sit on the platform benches and not lie prone
 - iii. Ensuring there is no smoking or loud music on the platform
 - iv. Remaining vigilant for criminal activity against passengers or County assets
 - v. Detaining individuals committing criminal acts, and
 - vi. 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.

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

2.6.6 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.

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- 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:
 - i. Fall asleep;
 - ii. Read newspapers, magazines, or other non-work materials while providing services to the County
 - iii. Utilize cellular phone except in the case of an emergency
 - iv. Utilize any unauthorized devices, except as required by the County. These include electronic devices such as portable music players, televisions, DVD or CD players.
 - v. Utilize any form of County property for personal use unless expressly approved by the County Contract Administrator or designee.
- 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.

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

2.6.7 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

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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:
 - i. Asking passengers to remove their feet from seats, and refrain from eating in vehicle;
 - ii. Ensuring there is no eating, smoking or loud music inside the moving Metromover vehicle
 - iii. Remaining vigilant for criminal activity against passengers or County assets
 - iv. Detaining individuals committing criminal acts;
 - v. 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 DTPW 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.

2.6.8 Sector Supervisors

Metrorail security is divided into five security sectors. The Contractor will provide one armed supervisor for each of the Metrorail sectors, who will be responsible for the oversight of that sector. Similar supervisory level position will be provided for Metromover. Supervision will also be required for the Metrobus and Metrorail Maintenance Facilities as well as select park and ride locations. A supervisor will be required for the Treasury Services Unit and another supervisor will be required for the South Dade Transit Way. Supervisors will be primarily assigned as sector supervisors or shift supervisors. The level of supervision provided by the Contractor will be sufficient to visit each on-duty post twice per shift. The County estimates that the Contractor'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 Contractor must immediately notify the DTPW 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.

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- 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
- 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 DTPW 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 Contractor 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.

2.6.9 Shift Supervisors

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

2.6.10 Crime Analyst

The Contractor 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 DTPW's management in a timely manner to effect proactive prevention of criminal activity. This individual is also responsible for generating other DTPW reports such as DTPW bus incident reports and DTPW Maintenance Repair Response Request (MRR).

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.

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- 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.

2.6.11 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 DTPW 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 DTPW 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 Contractor and DTPW 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/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, court times, assigned areas of special patrols and responsibilities, and procedural differentiations for each DTPW 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 the TRANSITWATCH application. This is a dedicated assignment that must be staffed at all times to ensure a prompt response of no more than 45 seconds per each interaction.
- l) Monitor CCTV to identify areas of concern and direct security/response personnel to mitigate.

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2.7 POST ORDERS

The Contractor 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 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

2.8 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 Contractor working on the contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

2.9 RELIEF BREAK PERIODS

The Contractor 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.
- 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.

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2.10 EMERGENCIES

During emergency operations, which may include, but are not limited to hurricanes, floods, other acts of nature, civil unrest, acts of terrorism, Contractor'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 Contractor 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 Contractor if and when to suspend scheduled service for the duration of such emergency. The Contractor 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 Contractor 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 Contractor shall submit to DTPW the following plans specific to security service operations for DTPW.

- 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

2.11 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.

2.12 REMOVAL OR APPROVAL OF PERSONNEL

The County Contract Administrator or designee:

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

2.13 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 Contractor 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 employee 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 Contractor will submit a cost proposal including all price related to furnishing the investigative services. Thereafter, the County Contract Administrator and the Contractor shall agree to a not-to exceed number of hours and price for the requested investigative services. In no event will the Contractor perform any additional services unless the County issues a written notice to the Contractor to proceed with services.

2.14 INABILITY OR REFUSAL TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor 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 Contractor. In addition, the Contractor may incur liquidated damages or infraction fees.

2.15 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (Overtime)

The County will attempt to give the Contractor 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 (1.5 times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the Contractor 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.

2.16 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

The Contractor 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 Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual written waiver provided by the County Contract Administrator or designee. Violations of this 16-hour work limitation may result in infraction fees.

2.17 CENTRAL DISPATCH 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 Contractor will operate its Dispatch Center. This requirement will not be waived.

This Central Dispatch 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

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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 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 Contractor 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 Contractor's on-site office Project Manager at 111 NW 1 Street, 4th Floor. This connection will allow electronic communication between the Contractor's on-site management staff and the Center. Note: The County will provide the on-site office for the Contractor's on-site Project Manager.
- f) One color printer.
- g) All computer hardware and software needed to adequately view the County's CCTVs.

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

2.18 LOCAL MANAGEMENT OFFICE

The Contractor 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 Contractor 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 DTPW 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:
 - i. FDLE and NCIC background check

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- ii. Medical examination, including drug test results, which will be updated, on a yearly basis and psychological results
- iii. Training test results along with a copy, as proof of completion of training
- iv. Proof of education and experience
- v. State Security Officer licenses "D" and "G"
- vi. Employment application and verifications of prior employment
- vii. Polygraph examinations reports, as applicable
- viii. Proof of certification for Law Enforcement experience
- ix. A copy of DD-214 Long form for Military and Coast Guard experience
- x. A copy of a valid State of Florida Drivers license
- xi. A copy of a five (5) year Drivers history
- xii. Proof of Citizenship, Resident Alien card or Work Permit Any discipline given to the employee

2.19 **COMMUNICATION SYSTEM**

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

Handheld Radios

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

Dispatch/Console Radios

Meet the following requirements: Harris P25/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) Contractor 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 Contractor.

- c) Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor 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

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- a) The radios will be programmed by the County and all costs will be borne by the Contractor. The Contractor 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 \$26.50(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 Contractor will be required to conform with the terms of the Memorandum of Understanding for operating on the County's radio system.

2.20 **BIOMETRIC TIME KEEPING SYSTEM**

The Contractor shall install, have, and maintain, at its sole expense, a biometric time-keeping system at each DTPW post of assignment. This equipment will be installed and fully operational as designed within 48 hours of Contract commencement date, after written approval by DTPW of installment locations.

The Contractor, shall:

- a) Provide an exclusive Biometric time keeping system to record the starting and completion time for work hours of the Contractor'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 Contractor will be fully integrated into the payroll processing, which will serve as the foundation to bill and invoice the County/DTPW 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 security firm and DTPW 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 Contractor shall utilize integrated software that notifies them that staff has not "clocked in" and there is a potential for an open post. The Contractor will ensure that staff is available to secure the opening.

The Contractor 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 DTPW.
- c) Will submit invoicing that is tied to the reports generated from the Biometric time keeping system.
- d) Contractor 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 Contractor. Corrections or modifications to billing or invoices will be made in writing to the County/DTPW with a written explanation.

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2.20.1 BIOMETRIC TIME KEEPING SYSTEM LOCATIONS Metrorail and Metromover:

The County requires Biometric time keeping units at all 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) South Dade Transitway: Metrorail Dadeland South Metrorail Station unit. Units will also be required at the South Dade Transitway BRT Stations once operational.

2.20.2 Metrobus, Metrorail, Metromover Maintenance Facilities

Biometric Time Keeping systems will be required at each of the Metrobus, Metrorail, and Metromover maintenance facilities.

2.21 UNIFORM REQUIREMENTS

The Contractor shall provide uniforms and equipment to each employee, at the beginning of the Contract and maintain throughout the term of this Contract. The Contractor 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 Contractor 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. Neither the Contractor nor its sub-contractor's shall not pass on the cost of these uniforms to the County, DTPW, or the contracted personnel performing services as part of this solicitation. These costs include, but may not be limited to, cost of the uniform, deposits, rental/lease fees, maintenance fees, or any other cost as determined by the County or DTPW.

The County reserves the right to approve or disapprove the items noted under this Section:

- a) Battle Dress Uniform (BDU) style trousers (a minimum of five (5) DTPW-approved BDU style trousers shall be issued to each officer);
- b) Button down collared shirt, short and long sleeve (a minimum of five (5) each DTPW-approved Button down collared shirt, short and long sleeve shall be issued to each officer);
- c) Duty Belt — 100% 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 Contractor'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;

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- h) Shoulder patches to indicate the Contractor's name will be sewn on and worn on both shoulders of the uniform shirt. No other identification relating to the company name of the Contractor 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 Contractor's company name, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor 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 Contractor'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);

2.22 GROOMING/APPEARANCE REQUIREMENTS

The Contractor 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 Contractor and the County. The following personal grooming shall be adhered to:

- a) Facial hair (beard, goatee, mustache) is permitted for personnel assigned to work under this solicitation pursuant to the following guidelines:
 - i. The wearing of facial hair is a privilege and not a right. The County reserves the right to rescind this privilege at any time during the course of any Contract arising from this solicitation.
 - ii. Facial hair will be kept neatly trimmed and clean at all times while maintaining a symmetrical appearance on both sides of the face, including the initial growth period.
 - iii. Facial hair will not extend more than ¼-inch in length at any point on the face and will not extend beyond the jawline onto the neck area, nor up onto the upper cheek area under the eye.
 - iv. Facial hair grown as a beard is limited to the chin and lower cheeks and includes a mustache.
 - v. Facial hair grown as a mustache shall not extend below the lip line of the upper lip. It shall not go beyond a horizontal line extending across the corners of the mouth and no more than 1/4 inch beyond a vertical line drawn from the corner of the mouth.
 - vi. Facial hair grown as a goatee will consist of a mustache that extends straight down the sides of the mouth toward the jawline and onto the chin, completely encircling the mouth, but not extending any further than the distances from the corners of the mouth or below the chin.
 - vii. Facial hair will not detract from the professional image of the individual.
 - viii. In the event that any required facial coverings (i.e. masks to prevent the spread of airborne particles, gas masks, etc.) adversely affects or interferes with the proper fit of the mask, the employee may be asked to shave/remove the facial hair.
 - ix. Personnel will not dye or stain the skin underneath facial hair or areas of the face where facial hair will not grow.
 - x. Facial hair, if colored to cover gray, or to match the hairstyle color, shall be of conservative shade with no unnatural shade such as gold, orange, green, or fluorescent colors, or have sprayed on substances such as glitter.

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- 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.
- 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.

2.23 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 Contractor 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 2.19)
- 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 Contractor 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.

2.24 ADDITIONAL WEAPONS

The Contractor 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.,

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Remington, Mossberg) and shall not be modified in any manner. The Contractor will be responsible for supplying all ammunition to be utilized in the shotguns. Ammunition shall be standard factory (not reloaded), manufactured, and packaged ammunition.

2.25 WEAPON SAFETY

The Contractor shall provide a company-issued firearm to their Security personnel. The Contractor will observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but not limited to, the distribution of the following safeguards to all officers on post and the inclusion of these safeguards in all training.

- 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, as amended.
- h) All incidents that involve the display or discharge of a firearm shall be reported immediately to the County Contract Administrator or designee.

2.26 VEHICULAR EQUIPMENT

The Contractor shall provide licensed and insured motor vehicles (*motor vehicles shall be sport utility vehicles [SUV] capable of transporting a minimum of four occupants, including the driver*), and off-street motorized carts (*gas powered golf carts*). The price proposed for the use of vehicular equipment shall include the cost of fuel. The Contractor 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 Contractor 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 Contractor will receive additional compensation. The Contractor 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 Contractor will provide, off-street powered, motorized carts for use only by the Contractor's personnel in the provision of service. The carts shall be two-person maximum capacity only. The Contractor 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.

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The Contractor, in the event of a mechanical breakdown, shall either repair the vehicle or replace it no later than 24 hours after breakdown. Associated costs for replacement vehicles shall not be billed the County. 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 Contractor will make available the vehicles in the number and types as required for the post order.

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 Contractor's concerns. The Contractor will adhere to a Preventive Maintenance schedule and prevent user abuse.

2.27 TEMPORARY STRUCTURE

The Contractor shall provide temporary structures, if applicable, at no cost to the County, 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 Contractor. The Contractor 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 Contractor fails to remove the structure as directed, DTPW reserves the right to have the structure removed and any costs incurred for the removal, charged to the Contractor.

2.28 COUNTY FURNISHED ITEMS

The Contractor 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 Contractor 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 Contractor 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 Contractor to be used only in connection with providing the services herein to the County:

2.28.1 Keys

The Contractor shall be responsible for all keys that are issued by the County to its personnel. All lost keys shall be reported to DTPW immediately. The Contractor will provide adequate control and accountability for these keys. Lost keys shall result in the Contractor 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 Contractor. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

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2.28.2 Cyber Keys®

The Contractor acknowledges that Cyber Keys® are programmable, electronic keys that grant the holder access permission for specific security-sensitive areas of DTPW. Each Cyber Key® is programmed exclusively by DTPW to issue access to the Contractor's employees. Access may also be removed immediately through DTPW computer generated commands. The Cyber Key® is also associated to a person-specific Personal Identification Number (PIN) which, when activated, allows DTPW 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 Contractor shall provide adequate control and accountability for these keys. All lost Cyber Keys shall be reported to DTPW immediately and the issuance of their replacement shall result in a charge to the Contractor for its replacement.

2.28.3 Phones

The Contractor acknowledges that County phones made available to the Contractor'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.

2.28.4 County/DTPW Photographic Identification

The Contractor acknowledges that DTPW 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 DTPW.

2.28.5 Electrical Power

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

2.29 REPORTING REQUIREMENTS AND PROCEDURES

Contractor'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 DTPW. The County will provide the Contractor with samples of required forms and other documentation used in reporting procedures at specific posts. The Contractor will be responsible for reproducing and distributing any forms to Posts.

The Contractor 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

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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 Contractor will securely maintain all logbooks during the term of a Contract and any renewals or extensions thereof. The Contractor 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. DTPW Office of Safety and Security shall be notified immediately after calling 911. Facility Contact/Building Managers and Sector Supervisors shall also be notified.
- 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 DTPW immediately, after law enforcement or fire- rescue authorities have been notified.
- e) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 DTPW property including, but not limited to the following incidents:
 - i. Homicides (All Types)
 - ii. Suicide and Suicide Attempts
 - iii. Accidental Death (All Types)
 - iv. Aggravated Assaults (All Types)
 - v. Bomb Threats or Threats of Terrorist Acts
 - vi. Aggravated Battery (All Types)
 - vii. Simple Battery and Simple Assault
 - viii. Robbery (Armed and Strong-Arm, Including Attempts)
 - ix. Persons Carrying Concealed Firearms (or Recovery of Abandoned Firearms)
 - x. Larceny (All Types, both Felony and misdemeanor, including Attempts)
 - xi. Fare Evasions (Subjects in Custody)
 - xii. Theft of Fire Extinguishers
 - xiii. Sexual Assaults (All Types Including Exposure and Lewd Conduct)
 - xiv. Narcotics offenses and Activity or Recovery of Narcotics Paraphernalia
 - xv. Criminal Mischief (All graffiti and Vandalism Incidents)
 - xvi. All Acts of Civil Disturbance Which Affect Bus Maintenance facilities, Bus yards, or Park and ride Lots)
 - xvii. Industrial Accidents Resulting in Serious Injury, Death or Structural Damage
 - xviii. Finding Missing Persons

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- 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 Contractor'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.
- 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 Contractor, 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 DTPW 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 Contractor's personnel from providing services to the County.

2.30 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 Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings unless specifically waived by the County Contract Administrator or designee.

2.31 ANNUAL AUDIT

Within 180 days of each anniversary of the effective date of the Contract, or within 120 days following termination of the Contract, the Contractor 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 Contractor, 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 Contractor has intentionally overbilled for its services and owes monies to the County, the Contractor 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 Contractor will be subject to termination of the Contract for default, at the option of the County.

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2.32 INTERNAL AUDIT

The Contractor 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 Contractor shall identify the findings in a written report which shall be submitted to DTPW 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 Contractor 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 Contractor. 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 Contractor shall prepare and deliver to DTPW an Audit Schedule. Audits shall be performed in accordance with written procedures and checklists developed by the MINIMUM REQUIREMENTS Contractor and submitted to DTPW 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 Contractor, the report will be reviewed and approved by the Contractor'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 Contractor shall notify DTPW 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 Contractor 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 DTPW;
- 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 Contractor 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.

2.32.1 Notes:

1. The County Contract Administrator may add additional areas or elements as necessary.
2. Adverse conditions relative to the DTPW 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 Contractor for resolution.
3. Conditions not related to the DTPW Security Contract requirements, but for which action by the audited organization is advisable, may be documented. Observations require a

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response by the Contractor; however, action is at discretion of the County Contract Administrator or designee.

4. The Contractor acknowledges that the following information shall be included in the audit report:
 - a) Description of the audit scope.
 - b) Identity of the auditors.
 - c) Identification of persons contacted during the audit activities.
 - d) Summary of audit results, including a statement on the effectiveness of the elements audited.
 - e) Description of each reported deficiency/finding in sufficient detail to enable the Contractor and DTPW to consider potential corrective action.
 - f) Any other observations of significance to DTPW.
5. Audit Reports shall be distributed to the County Contract Administrator or designee. The Contractor shall track open Audit Recommendations. Follow-up action shall be taken to verify that corrective action is accomplished. Status reports shall be used to apprise the County Contract Administrator or designee of failure to satisfy corrective action commitments. The Contractor shall make every effort to resolve and correct adverse security conditions documented on Audit Reports.

- 2.32.2 The Contractor shall make available to DTPW a secured portal through which the County Contract Administrator, or designee(s), may view, in real time, all schedules, timekeeping/attendance records, invoices billed DTPW, 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 Contractor shall maintain all necessary data encryption and security measures to protect the information. The Contractor shall also ensure that the County/DTPW has no authorization to manipulate or modify any data maintained on the Contractor's data infrastructure.

2.33 QUALITY ASSURANCE PLAN

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

2.33.1 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.

a) Corrective Action Procedures

The Contractor shall have an established procedure to respond to and correct any deficiencies in service identified by the County, County Contract Administrator, or designee. The Contractor will be provided a time-frame in which the corrective action shall be completed. If the Contractor is unable or unwilling to complete the corrective action plan in the prescribed period of time, as noted by the County Contract

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Administrator, or designee, then the Contractor 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 Contractor will result in Infraction fees/liquidated damages and/or a Vendor Non-Performance.

2.34 INSPECTIONS

DTPW 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. DTPW may advise Contractor of work discrepancies and deficiencies, which shall be corrected by the Contractor. Infraction fees may apply.

2.35 INFRACTION FEES

The Contractor 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 Contractor. 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 Contractor's personnel being removed from the post or Contract at the request of the County Contract Administrator or designee.

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

- A. LEVEL 1 INFRACTIONS: Infraction Fees in the amount of \$900.00;
- B. LEVEL 2 INFRACTIONS: Infraction Fees in the amount of \$600.00;
- C. LEVEL 3 INFRACTIONS: Infraction Fees in the amount of \$400.00;
- D. 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, Contractor'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 Contractor'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:

2.35.1 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

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- 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 Contractor'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
- t) Biometric system inoperable/failure to register
- u) Inappropriate Behavior (For example: reading, cell phone use, use of smart watches or other devices, use of blue-tooth communication devices, rudeness, and inattention to duties)

2.35.2 Level II Infractions:

- a) Failure to follow post orders
- b) Improper clock rounds
- c) Lack of Log Book/Forms/Reports
- d) Lack of EMVD at the station
- e) Inadequate writing skills/poor verbal communication
- f) Difficulty in speaking or understanding English, and/or being understood by others
- g) Lack of Contract supervision
- h) Failure to satisfy "special request" assignments after making commitment
- i) Failure to have current Post orders on site

2.35.3 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

2.35.4 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 Contractor shall not pass along to its personnel any fees assessed for infractions on the Contract. Violations will not only result in infraction fees. Passing fees or

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infractions to personnel may constitute a violation of the Living Wage Ordinance and may be subject to additional punitive action.

2.36 **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 Contractor'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 Contractor 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 Contractor 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.

DTPW will analyze crimes on its system in proportion to the number of riders that utilize each mode of transportation. Each month, DTPW publishes a report citing the number of riders that have utilized Metrorail, Metromover and Metrobus for a specific month. DTPW utilizes this ridership data to determine the effectiveness of its own security operation. Similarly, the Contractor 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.

DTPW will use the accepted law enforcement analysis process, COMPSTAT, to prepare monthly and annual reports for the purposes of accountability. It is a dynamic approach to crime reduction, quality of life improvement, and personnel and resource management. Increases in crime are identified utilizing comparative analysis and addresses those increases through the use of targeted enforcement. Each month, DTPW and the Contractor will meet with law enforcement officials to review the crimes, identify trends, and prepare action plans to mitigate or eliminate increases in crime.

The following methodology will be utilized:

- a) The monthly report published by DTPW will cite the number of riders that have utilized Metrorail and Metromover 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) DTPW, Office of Safety and Security will sum the total number of Part I and II Crimes at Metrorail Stations, Metrorail Parking facilities, William Lehman Metrorail Maintenance Facility and, separately, the Metromover Stations and the Joseph Bryant Metromover Maintenance Facility.
- d) The sum of the Part I and II 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) The MONTHLY CRIME ANALYSIS TRANSIT SECURITY (MCARTS) will be prepared comparing the Part I and II crimes for the reference month to the same month in the previous year.
- f) In any month where the Contractor's number of Part I and II crimes per 100,000 riders is higher than the same period in the prior year, DTPW, Office of Safety and Security will notify the Contractor that it has exceeded the benchmark and request a Plan of Corrective Action.
- g) The Contractor will also prepare an Annual Report utilizing the format above and comparing the year being reviewed to the previous calendar year or fiscal year, as requested by DTPW.

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- h) If the Contractor's number of crimes per 100,000 riders is higher than the previous period, 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.

2.37 **PERFORMANCE MEASURES - POST INSPECTIONS**

Contractor shall be responsible for the day-to-day operation of the security services throughout DTPW. The County Contract Administrator shall be responsible for ensuring that the Contractor meets the requirements established within the scope of the Solicitation. To this end, DTPW 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 Contractor is achieving and maintaining the standards established in the required Quality Assurance Plan, DTPW will provide for onsite monitoring to monitor the Contractor'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 Contractor is required to furnish

Performance of services in conformance with the Scope is essential for the Contractor to receive full payment for services as identified in the Contract. Infraction Fees for identified deficiencies will reduce payments to the Contractor 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.

2.37.1 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
- 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

2.37.2 Notes:

- a) Each month, the DTPW 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:

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1. Assume that 700 Post Inspections were performed in a given month by DTPW Security Supervisor personnel. 700 Total Inspections divided by ten equals 70 Groups of ten Inspections ($700/10=70$).
2. 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 Contractor would be within the Acceptable Quality Level as they did NOT exceed .1000 Level I Infractions per every ten Post Inspections.
3. If however, the Contractor 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].

2.38 PERFORMANCE MEASURES - VIDEO TECHNOLOGY

The Contractor shall be responsible for viewing the entire DTPW system. The Contractor shall:

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

2.39 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 Contractor'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 Contractor for immediate correction and the Contractor 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.

2.40 RETURNED CHECKS

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

2.41 ADHERENCE TO LAW

Contractor 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,

Appendix A

SCOPE OF SERVICES

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 Nonperformance and/or removal from the Contract.

The Contractor shall also adhere to the following:

- a) If an employee assigned to this Contract, or any Principal of the Contractor is arrested, DTPW 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:
 1. Phone call to the County Contract Administrator; if not available, then to Security Operations Center
 2. Followed by a fax sent to the County Contract Administrator
 3. Followed by a fax to the DTPW 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 Contractor responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

2.42 COURT APPEARANCE

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

2.43 ACCURATE REPRESENTATION

While the County has used considerable efforts to ensure an accurate representation of information in this bid and any related documents, all Contractors 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 any part of this bid. Further, the Contractor's response will undertake to provide appropriate assurances to the County that the Contractor's conduct will be risk-free to the County.

Appendix A
SCOPE OF SERVICES

MIAMI-DADE COUNTY

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SECTION 3

SECURITY GUARD SERVICES FOR DTPW

	POST NUMBER	OFFICERS PER SHIFT A <i>[see note1]</i>	OFFICERS PER SHIFT B <i>[see note1]</i>	TOTAL HOURS PER DAY PER STATION	DAYS PER WEEK	HOURS PER WEEK <i>[Total hours per day x days per week]</i>	HOURS OF SECURITY SERVICE	APPROXIMATE TOTAL ANNUAL HOURS OF SECURITY SERVICE <i>[See note 2]</i>	SPECIAL EQUIPMENT/VEHICULAR REQUIREMENTS	Comments
		1	0	8	5	40	0800 - 1700	N/A		Generally Monday through Friday, but services required as needed 24 hours x 7 days
		1	0	8	5	40	0800 - 1700	N/A		Generally Monday through Friday, but services required as needed 24 hours x 7 days
	ST2-1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
	ST2-2	1	1	24	7	168	24-hours	8,760.00		
	ST2-3	1	1	24	7	168	24-hours	8,760.00		
	Tango 8	1	0	12	5	60	0700 - 1900	3,132.00	Motor Vehicle required	1. vendor must provide motor vehicle 2. Monday through Friday
	Tango 1	1	0	20.5	7	143.5	0430 - 0100	7,482.50		
	Tango 14	1	1	24	7	168	24-hours	8,760.00		
	Tango 3	1	0	12	5	60	0700 - 1900	3,132.00		Monday through Friday
	942	1	1	19	7	133	0600 - 0100	6,935.00	Golf Cart Required for Patrol	vendor must provide golf cart
	948	1	1	12	5	60	0700 - 1900	3,132.00	Golf Cart Required for Patrol	vendor must provide golf cart
	Tango 7	1	0	12	5	60	0700 - 1900	3,132.00	Golf Cart Required for Patrol	vendor must provide golf cart
	Tango 10	1	1	20.5	7	143.5	0430 - 0100	7,482.50	Golf Cart Required for Patrol	vendor must provide golf cart
	Tango 2	1	0	12	5	60	0700 - 1900	3,132.00		Monday through Friday
	909	1	1	24	7	168	24-hours	8,760.00	Motor Vehicle required	vendor must provide motor vehicle
		1	1	20.5	7	143.5	0430 - 0100	7,482.50		
		1	1	20.5	7	143.5	0430 - 0100	7,482.50		
		1	1	20.5	7	143.5	0430 - 0100	7,482.50		

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SECURITY GUARD SERVICES FOR DTPW

Sector Captain 940	940	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Metromover Captain	950	1	1	1	24	7	168	24-hours	8,760.00	Motor Vehicle required	vendor must provide motor vehicle	
Airport Captain	960	1	1	1	24	7	168	24-hours	8,760.00			
Treasury Services Supervisor	970	1	1	1	10	5	50	0600 - 1400 2200 - 0600	2,610.00		Monday through Friday	
Maintenance Yards Captain - 980	980	1	1	1	24	7	168	24-hours	8,760.00	Motor Vehicle required	vendor must provide motor vehicle	
Lehman Yard Supervisor - 990	990	0	1	1	8	7	56	2200 - 0600	2,920.00			
Transitway - Supervisor - TBD	TBD	1	1	1	24	7	168	24-hours	8,760.00	Motor Vehicle required	vendor must provide motor vehicle	
Brownsville - 936	936	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Santa Clara - 933	933	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Allapattah - 934	934	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Brickell - 923	923	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Brickell - 951	951	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Civic Center - 931	931	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Civic Center - 932	932	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Dadeland South - 911	911	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Dadeland South - 912	912	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Dadeland South - BRT - Platform #1	TBD	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Dadeland South - BRT - Platform #2	TBD	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Dadeland South - BRT - Platform #3	TBD	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Douglas Road - 918	918	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Douglas Road - 919	919	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Earlington Heights-935	935	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Hialeah - 945	945	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			
Martin Luther King - 941	941	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50			

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SECURITY GUARD SERVICES FOR DTPW

Northside - 943	943	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Okeechobee - 947	947	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Palmetto - 949	949	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
South Miami - 915	915	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
South Miami - 916	916	1	1	1	20.5	3	61.5	0430 - 0100	3,198.00		Friday, Saturday, Sunday
Tri-Rail - 944	944	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
University - 917	917	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Vizcaya - 922	922	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Culmer - 927	927	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Dadeland North 913	913	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Dadeland North 914	914	1	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Rail Patrols (15 RP x 10.25 hours x 14 days) - Rail Patrols #1-15											
Rail Patrol #1	RP#1	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #2	RP#2	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #3	RP#3	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #4	RP#4	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #5	RP#5	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #6	RP#6	1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Rail Patrol #7	RP#7	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #8	RP#8	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #9	RP#9	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #10	RP#10	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #11	RP#11	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #12	RP#12	0	0	1	10.25	7	71.75	1445 - 0100	3,741.25		

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SECURITY GUARD SERVICES FOR DTPW

Rail Patrol #13	RP#13	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #14	RP#14	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Rail Patrol #15	RP#15	0	1	10.25	7	71.75	1445 - 0100	3,741.25		
Govt. Center - 924	924	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Govt. Center - 925	925	1	1	18	7	126	0430 - 2230	6,570.00		
Overtown - 926	926	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Coconut Grove - 921	921	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Airport - 961	931	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Airport - 963	963	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Lehman - 991	991	1	1	24	7	168	24-hours	8,760.00		
Lehman - 992	992	1	1	24	7	168	24-hours	8,760.00		
Lehman Special - 994	994	0	1	24	7	168	2200 - 0600	8,760.00		
Center Mover Rovers - 953	953	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Center Mover Rovers - 954	954	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Center Mover Rovers - 956	956	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
North Rover - Mover - 955	955	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Omni - 957	957	1	1	24	7	168	24-hours	8,760.00		
School Board - 958	958	1	1	24	7	168	24-hours	8,760.00		
South Rover - 952	952	1	1	20.5	7	143.5	0430 - 0100	7,482.50		
Additional Metromover Rovers- MP #s 1-16 [20.5 hours per day x 8 officers x 7 days]										
Metromover Patrol #1	MP1	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Metromover Patrol #2	MP2	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Metromover Patrol #3	MP3	1	0	10.25	7	71.75	0430 - 1445	3,741.25		
Metromover Patrol #4	MP4	1	0	10.25	7	71.75	0430 - 1445	3,741.25		

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SECURITY GUARD SERVICES FOR DTPW

Metromover Patrol #5	MP5	1	0	10.25	7	71.75	0430 - 1445	3,741.25	
Metromover Patrol #6	MP6	1	0	10.25	7	71.75	0430 - 1445	3,741.25	
Metromover Patrol #7	MP7	1	0	10.25	7	71.75	0430 - 1445	3,741.25	
Metromover Patrol #8	MP8	1	0	10.25	7	71.75	0430 - 1445	3,741.25	
Metromover Patrol #9	MP9	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #10	MP10	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #11	MP11	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #12	MP12	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #13	MP13	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #14	MP14	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #15	MP15	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Metromover Patrol #16	MP16	0	1	10.25	7	71.75	1445 - 0100	3,741.25	
Coral Way - 986	986	1	1	24	7	168	24-hours	8,760.00	
Coral Way - 987	987	1	1	24	7	168	24-hours	8,760.00	
Coral Way - 987SD	987SD	0	1	4	5	20	1800 - 2200	1,044.00	Monday through Friday
Central Bus - 981	981	1	0	10	5	50	0700 - 1700	2,610.00	
Central Bus - 982	982	1	1	24	7	168	24-hours	8,760.00	
Central Bus - 983	983	1	1	24	7	168	24-hours	8,760.00	
Central Bus - 983SD	983SD	0	1	4	5	20	1800 - 2200	1,044.00	Monday through Friday
Central Bus - 984	984	1	1	24	7	168	24-hours	8,760.00	
Central Bus - 985	985	1	1	24	7	168	24-hours	8,760.00	
Northeast Bus - 988	988	1	1	24	7	168	24-hours	8,760.00	
Northeast Bus - 989	989	1	1	24	7	168	24-hours	8,760.00	
Northeast Bus - 989SD	989SD	0	1	4	5	20	1800 - 2200	1,044.00	Monday through Friday

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SECURITY GUARD SERVICES FOR DTPW

South Dade Bus Maintenance Facility [PROPOSED]	TBD	1	1	24	7	168	24-hours	8,760.00		
South Dade Bus Maintenance Facility [PROPOSED]	TBD	1	1	24	7	168	24-hours	8,760.00		
South Dade Bus Maintenance Facility [PROPOSED]	TBD	0	1	4	5	20	1800 - 2200	1,044.00	Monday through Friday	
Dolphin Park and Ride - Tango 16 [17 hours x 5 days]	Tango 16	1	1	17	5	85	0500 - 2200	4,420.00	Golf Cart Needed	1. Monday through Friday 2. vendor must provide golf cart
Golden Glades Park and Ride - Tango 5	Tango 5	1	0	8	5	40	0400 - 1200	2,088.00	Motor Vehicle required	vendor must provide motor vehicle
Golden Glades Park and Ride - Tango 6	Tango 6	1	0	8	7	56	1200 - 2000	2,920.00		vendor must provide motor vehicle
Golden Glades Park and Ride - Tango 20	Tango 20	1	1	16	5	80	0400 - 2000	4,176.00	Golf Cart Needed	1. Monday through Friday 2. vendor must provide golf cart
Golden Glades Park and Ride - Tango 21	Tango 21	1	1	16	5	80	0400 - 2000	4,176.00		
Golden Glades Park and Ride - Tango 22	Tango 22	1	1	16	5	80	0400 - 2000	4,176.00		
I-75 Park and Ride	I-75 Tango	1	0	12	5	60	0700 - 1900	3,132.00		
Busway/SW 152 St	Busway Tango 1	1	1	24	7	168	24-hours	8,760.00		
Busway/SW 168 St	Busway Tango 2	1	1	24	7	168	24-hours	8,760.00		
Busway/SW 296 St- Tango 4	Tango 4	1	0	12	5	60	0500 - 1700	3,132.00	Motor Vehicle required	vendor must provide motor vehicle
Busway/SW 208 St- Tango 9	Tango 9	1	0	24	7	168	24-hours	8,760.00	Motor Vehicle required	vendor must provide motor vehicle
NE 2 Drive/Civic Center Street	TBD	1	0	24	7	168	24-hours	8,760.00		
Busway BRT Stops [14 stops] 24x7x14 officers										
Busway BRT Stop #1	BRT#1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #2	BRT#2	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #3	BRT#3	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #4	BRT#4	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #5	BRT#5	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #6	BRT#6	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Stop #7	BRT#7	1	1	24	7	168	24-hours	8,760.00		

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SECURITY GUARD SERVICES FOR DTPW

Busway BRT Slop #8	BRT#8	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #9	BRT#9	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #10	BRT#10	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #11	BRT#11	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #12	BRT#12	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #13	BRT#13	1	1	1	24	7	168	24-hours	8,760.00		
Busway BRT Slop #14	BRT#14	1	1	1	24	7	168	24-hours	8,760.00		
836 Express - Tamiami Station #1	TS#1	1	1	1	21	7	147	0500 - 0200	7,665.00		
837 Express - Tamiami Station #2	TS#2	1	1	1	21	7	147	0500 - 0200	7,665.00		
838 Express - Tamiami Station #3	TS#3	1	1	1	24	7	168	24-hours	8,760.00		
839 Express - Tamiami Station #4	TS#4	1	1	1	24	7	168	24-hours	8,760.00	Golf Cart Needed	vendor must provide golf cart
Mover Maint - 959	959	1	1	1	24	7	168	24-hours	8,760.00		
Central Business District (Downtown Miami Bus Terminal)	958	1	1	1	20.5	7	143.5	0430 - 0100 hours	7,482.50		
Traffic/Signals [7100 NW 36 Street] - 993	993	1	1	1	17	5	85	0600 - 2300	4,437.00		Monday through Friday
Treasury Services									-		
971 (Monday through Saturday)	971	1	0	0	8	6	48	0600 - 1400	2,504.00		Monday through Saturday
971 (Monday through Friday)	971	0	1	1	10	5	50	1400 - 2200	2,610.00		Monday through Friday
971 (Sunday)	971	0	1	1	8	2	16	2200 - 0600	416.00		Sunday
971 (Sunday)	971	0	1	1	8	2	16	2200 - 0600	416.00		Sunday
972 (Sunday through Friday)	972	1	0	0	8	6	48	0600 - 1400	2,504.00		Sunday through Friday
972 (Sunday through Friday)	972	0	1	1	8	6	48	2200 - 0600	2,504.00		Sunday through Friday
973 (Monday through Saturday)	973	1	0	0	10	6	60	0600 - 1600	3,130.00		Monday through Saturday
973 (Sunday through Friday)	973	0	1	1	8	6	48	2200 - 0600	2,504.00		Sunday through Friday
974 (Sunday through Friday)	974	0	1	1	8	6	48	2200 - 0600	2,504.00		Sunday through Friday

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SECURITY GUARD SERVICES FOR DTPW

Motor Vehicles Required									8	Eight (8) Motor Vehicles will need to be provided upon Notice-to-proceed	
Golf Cart Vehicles Required									7	Seven (7) Golf Carts will need to be provided upon Notice-to-proceed	
Tablets									130	A minimum of One hundred thirty (130) Tablets will need to be provided upon Notice-to-proceed	
Bikes									0	To Be Determined based on need	
Total			128	126	2,713.75		18,312.25		949,889.25		

0

Notes:

1. For the purposed of illustration, Shift A and Shift B represent approximately 50% of the operational hours where security personnel staffing is needed. The vendor may staff the operational need as they deem necessary within the constraints of the Contract with respect to hour limitations or federal, state, and local laws governing work shifts/hours. DTPW reserves the right to have the vendor restructure any employee shift if it feels it is in the best interest of the County, DTPW, or safety of its employees, agents, riders, or other stakeholders. In this case, the vendor shall adhere to the requests of the County and/or DTPW.
2. Annual Year based on a 365-day year. Business Day year is based on a 261-day year.

Exhibit 1

The following information is provided as additional information with respect to Section 2.19 of the preceding Scope of Work.

A. Memorandum of Understanding Between Contractor and Miami-Dade County [SAMPLE]

The following is a SAMPLE Memorandum of Understanding [MOU] that will be required as part of the Notice to Proceed. This MOU is meant to provide a framework for the policies and procedures to be followed in the use of the Miami-Dade County radio infrastructure as articulated in the MOU and as changed in the future.

Insert MOU here

B. Sample Prices and Costs

The following provides a sample of the pricing in effect for the required radio and accessories as of June 24, 2021. The prices noted below are accurate as of this date and are subject to change without notice. This information is meant for illustrative purposes only.

Rental

Rental of the Portable P7350,764-870MHz Radio = \$100.00 per radio per month – excludes all options and accessories.

Purchase

The Portable P7350,764-870MHz Radio and accessories may be purchased.

Listed in the table below is a sample cost for the purchase of a portable radio.

Not all of the accessories on the list are required. However, they are included as a reference for pricing. The radio comes with all the required system features (not listed).

Purchase - Portable P7350,764-870MHz Radio				
Description	Item#	Qty	Unit Price	Total
Portable P7350,764-870MHz Radio	MAEV-S7HXX	1	\$1,500.00	\$1,500.00
Antenna, 764-870MHz, ¼ Wave Whip	MAEV-NNC5X	1	\$29.20	\$29.20
7300P 6-Bay Battery Charge	GGA-N201358	1	\$507.35	\$507.35
7300P, GTS Single Charger	GCHA-201399	1	87.60	87.60
Belt Clip Standard	MAEV-NHC2G	1	\$15.39	\$15.39
Standard Leather Case with Shoulder Strap	GLOO200925	1	\$73.00	\$73.00
UDC Cover	FM-014712	1	\$0.00	\$0.00
7300P, Battery, GTS, Lithium	GB AT-201365	1	\$55.00	\$55.00
Otto Speakermic, Coiled Cord, Noise Cancel	GMIC-201358	1	\$108.38	\$108.38
Portable Radio Package Total				\$2,375.92

Additional Monthly Fees:

In addition to the above price list, Miami-Dade County charges a monthly fee of **\$26.50** per radio per month to be active on the County Infrastructure. The service is charged on a yearly basis and the activation period is from October 1st – September 30th. The invoice is sent generally in November of each year. This fee also includes general repair and yearly maintenance of the radio.

Outside Vendor Purchase:

Radios may be purchased from outside vendors as long as it is an approved radio model. In addition, the radio must contain the required features and technical specification to operate on the radio system.

Radio Programming:

Programming of the Miami-Dade County system will be conducted by ITD. Therefore, **ALL** radios are required to be brought to ITD for activation and programming in accordance with the MOU.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN 50 STATE SECURITY SERVICES, INC.
AND
MIAMI-DADE COUNTY**

This Memorandum of Understanding is made this 5th day of December, 2014, between 50 State Security Service, Inc. (hereinafter "AGENCY"), and Miami-Dade County by and through its departments, the Information Technology Department (hereinafter, ITD) and the Miami-Dade Transit Department (hereinafter, MDT). This agreement will be implemented under the partnership of the Miami-Dade Transit Department, which operates these systems in the performance of its transit responsibilities for the County, and the Information Technology Department, which manages the radio channels for the County (as the licensed user). This is being developed in accordance with the awarded contract ITB BW9808-0/22.

WHEREAS Miami-Dade County (County) formally establishes a Memorandum of Understanding (MOU) with the AGENCY allowing it to utilize the County 700/800 MHz Regional Radio System for voice radio communications, the County imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use County-licensed radio channels. The parties hereto agree to the requirements detailed in this MOU.

The parties shall follow all policies and standard operating procedures in place at the time of this agreement as well as those developed in the future and issued by ITD.

Definitions

- a) AGENCY -- Authorized entity utilizing County 700/800 MHz Regional Radio System to conduct Transit Security communications.
- b) Encryption - The process of encoding messages in such a way that eavesdroppers or hackers cannot read it, but authorized parties can.
- c) LMR • Land Mobile Radio.
- d) Personality Lock - A P25 feature to restrict access to radio personality stored in the unit.
- e) LID - Logical Identification.
- f) RF - Radio Frequency.

ITD Responsibilities as related to the County Radio system:

- Provide 24/7 support to radio Infrastructure related emergencies. Restore services to 700/800 Radio Infrastructure including equipment, environmental systems, towers, antennas, county wide microwave system, and operating system software.

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- Provide maintenance, troubleshooting, repairing, upgrading, replacing, and servicing all 700/800 Radio infrastructure hardware and software applications.
- Physical and logistical security of sites, radio system and network.
- Perform preventive system maintenance and administration per vendor's recommendations.
- Provide back-up communication services In the event of an emergency on the 700/800 Radio system.
- Create and coordinate communications talk groups.
- Monitor systems for capacity and performance issues and take corrective action to mitigate problems affecting capacity and/or performance.
- Manage all applicable Federal Communications Commission (FCC) licenses authorized to the County.
- Prepare bids and Request for Proposal (RFP) documents for the procurement of goods and services relating to radio communications technology.
- Prepare and maintain all system documentation.
- Evaluate new technology for possible cost reduction or service enhancements.
- Set and maintain standards of "Approved Equipment" that access County radio systems.
- Identify and correct private carrier Radio Frequency (RF) related interferences affecting public safety systems.

ITD Services provided at additional costs:

- Maintenance & support of AGENCY microwave or land line link used to connect AGENCY system to the County network.
- AGENCY Dispatch Consoles maintenance & repairs.
- Purchase of new radio equipment including software-licensing requirements by manufacturers for software installed in the field subscriber equipment including but not limited to portable radios, mobile radios, control stations, and dispatch consoles.

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- Radio Depot maintenance and repairs of subscriber radios, control stations dispatch consoles, or other terminal devices, that connect to the County 700/800 MHz systems.
- Installation services.
- Drive-in repair service.
- AGENCY may exercise an option to have all radio repairs completed by the ITD Radio Shop at mutually agreed to terms.

While operating on the County 700/800 MHz radio system, AGENCY is subject to the following guidelines:

1. Use shall be limited solely to communications relating to matters of law enforcement.
2. The use of frequencies on the Miami-Dade Regional Public Safety Network requires strict encryption adherence.
3. AGENCY agrees to comply with all County enforcement actions required by policy or procedure for misuse or abuse of the radio system.
4. AGENCY agrees to use the Personality Lock feature on all LMR subscriber radios connecting to the County Radio System to prevent unauthorized users from programming radios or accessing the system.
5. AGENCY agrees that encryption keys remain under the control of MDT, managed by ITD, and shall not be shared with private contractors without prior consent from the County.
6. Use of the County Radio System shall be limited solely to communications relating to matters of law enforcement. Proper FCC and County radio protocols must be adhered to at all times.
7. AGENCY must obtain written authorization from ITD in order to utilize "other agency" Talk Groups on AGENCY radios. This authorization will be communicated to ITD Radio Administration prior to programming Talk Groups into subscriber radio equipment. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDs must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDS must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system.
8. AGENCY shall not utilize duplicate LID numbers already issued to a specific subscriber radio including retiring subscriber equipment. All change requests must be communicated to ITD. AGENCY is not authorized to program radios for any other County agency or municipality having radios connected to the County Radio System.

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9. AGENCY will only utilize LIDs/1D numbers assigned by ITD as part of this agreement. AGENCY shall provide ITD with a list of personnel authorized to request activation or deactivation to existing subscriber units or adding new subscriber radios.
10. In the course of sharing information, AGENCY may receive certain access codes, frequencies, system parameters, etc., to the County's 700/800 MHz radio system to enable the talk groups to be programmed into the subscriber equipment. The access code and other information are to be treated as confidential information and AGENCY is responsible for safeguarding the code information from release. AGENCY is not authorized to release this information to anyone including outside agencies, non- AGENCY employees, internet blogs, web sites, publications or to amateur radio operators or amateur radio clubs.
11. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by ITD will be kept confidential by AGENCY and will not be disclosed to any other party, directly or indirectly, unless such disclosure is required by law or lawful order. In no case shall the information be released without ITD's prior written consent. All of the information as described above shall be and remains the County's property and may only be reproduced or distributed with written permission of ITD on behalf of Miami-Dade County.
12. Access and programming codes will only be released to service staff employed by ITD Radio Communications Division who has received factory training in programming radios. AGENCY agrees to initiate action against the respective employee if the employee releases this confidential radio information.
13. ITD may approve programming of subscriber equipment by an authorized reseller or manufacturer of subscriber equipment compatible on the County Radio System upon review of whether the contract terms between the AGENCY and the commercial service provider, are adequate to protect the County's 700/800 MHz Regional Radio System from misuse, harm, or release of access and programming codes and radio use.
14. Programming of radio personalities including original, changes, deletions, or modifications to radios operating on the County system will be performed by service staff employed by ITD Radio Communications Division who have received factory training in programming radios.
15. AGENCY will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.
16. AGENCY agrees to take responsibility for all equipment connected to the County Radio System by ensuring that the necessary measures are taken to safeguard the equipment from loss, theft, or damage.

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17. AGENCY agrees that use of the 700 MHz system is only for unencrypted special and emergency events as authorized by MDT and ITD. Prioritized use of the 700 MHz Intercity System is limited to the following forms of use:
 - a. Emergency or urgent operation involving imminent danger to life or property.
 - b. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - c. Pre-planned Special events.
 - d. Joint training exercises.
 - e. Inter-agency communications.
 - f. Catastrophic failure of the County's 800 MHz system.
 - g. Communications with agencies not on MDC System.
18. During the annual Miami-Dade County Radio Inventory, a physical inspection of all County-loaned assets may be necessary and such inspections shall be allowed by AGENCY. Additionally, each agency will provide a database file, which will be used for reconciliation purposes.
19. AGENCY will be responsible for maintaining a current account of all personnel who are assigned and possess a radio that operates on the County 700/800 MHz Radio system and to forward that Information within 24 hours or as reasonably as possible to the Miami-Dade County Information Technology Department, Radio Shop at 305 596-8900 for proper aliasing of the radio. AGENCY will also provide a 24/7 contact point for the MDT Shift Commander in the event that there is an emergency declared on the radio. All verbal communications shall be confirmed in writing.
20. In the event that a radio programmed with the 700/800 MHz personality is lost, stolen, or missing, the ITD Radio Administrator shall be notified immediately at (305) 596-8176 outside of normal working hours and (305) 596-8900 during normal working hours. ITD Radio System management personnel will disable the affected radio.
21. AGENCY will be responsible for all programming, maintenance, and/or repair costs to any radio equipment owned by AGENCY. Private contractors hired to perform the services described above, will be required to sign an agreement not to disclose the radio personalities the AGENCY is authorized to utilize.
22. AGENCY agrees not to sublet their subscriber radios with the County template to any individual, agency, or organization without prior written consent from ITD Radio Communications.
23. Private calls shall not be allowed under any circumstances on the County radio system.
24. ITD shall be advised within 24 hours when new radios are added or deleted by AGENCY. This notification is required to be made in writing. ITD will acknowledge receipt of the request within 24 hours in writing as well.

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25. ITD Radio Management personnel will develop the County radio personality, which will not be altered or changed when issued to AGENCY. Radio personalities must be mutually agreed by AGENCY and ITD before being loaded into any AGENCY radio. All minor changes and global changes will be completed in a mutually agreed time frame. As it relates to changes, the time frames are reciprocal to both agencies. AGENCY agree to follow proper FCC and County radio protocols at all times.
26. Approval of additional radio unit activation shall include but not be limited to the outcome of Grade of Service (GOS) studies, which shall be performed by the County's Radio Communications Division of ITD. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the County system.
27. At the County's sole discretion, improper use of radio that is discovered as affecting system performance or in an unauthorized manner may result in the suspension of subscriber radio or console. AGENCY management will be notified immediately upon discovery of improper radio use in writing.
28. AGENCY shall not perform two-way radio interconnecting or connecting subscriber radios and/or system Gateways, conventional or Internet Protocol (IP) based, to other radio systems, telephone systems, cellular systems, or any other communication system with the County 700/800 MHz Radio System without prior written approval by ITD Radio Communications Division.
29. AGENCY shall not connect 700/800 MHz radio system audio to any external source including telephony, or internet for monitoring purposes.
30. Only equipment authorized by ITD is approved to operate on the MDC 700/800 MHz P25 systems. In order for equipment to be added to the authorization list, equipment must undergo testing to ensure its compatibility and its impact on the system and the other users. Currently, the following radio types are authorized for use on the County system:
 - a. Harris P5100 / P5400 800 MHz
 - b. Harris P7100 / M7100 800 MHz
 - c. Harris P7200 / M7200 700/800 MHz
 - d. Harris P7300 700/800 MHz
 - e. Harris M7300 700/800 MHz
 - f. Harris Unity Multi Band
31. Any other radio subsequently approved by ITD must adhere as indicated below in ¹¹a" and "b" to ITD's testing methodology and programming specifications as defined for each type of subscriber radio equipment prior to putting equipment into actual operation.
 - a. Provide ITD with four test radios for testing and certification of operation.
 - b. Provide ITD including all costs associated with programming software, cables, keys, etc., offered by manufacturer to program subscriber equipment.

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Special Requirements:

Not Applicable (N/A) will be indicated for each requirement not exercised.

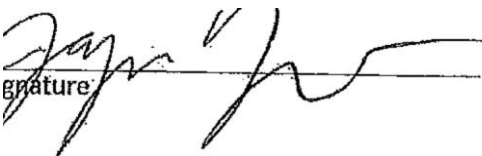
1. AGENCY is responsible for the cost and support to maintain and operate their radios on the County radio infrastructure. A yearly invoice will be provided between October-December which will include the use of the radio infrastructure for that fiscal year between October-September. This cost also includes the repair of radios for routine items. Physical damage or excessive abuse repairs will be charged on a case by case basis (labor and parts). Specific Items will be listed in the County Budget Manual.
2. Agency is responsible to bring radios that require maintenance or repair to the Radio Shop located at 600 SW 87 Avenue, Miami, FL 33173, The Radio Shop is operational Monday-Friday 7:30am-4:00pm.
3. Agency is authorized to interface the AGENCY P25 system via standard access to the County's 700/800 MHz trunked-radio communications system.
4. Exclusive use and the number of talkgroups as approved in accordance with MDT and ITD concurrence and vary from (depending on the agency).

This MOU is intended, and should not be construed, to create any right or benefit substantive or prejudicial enforceable by law or otherwise by any third party against the Parties, the United States, the State of Florida, Miami-Dade County, or the employees, agents or other associated person thereof.

To the extent permitted by law and as limited by §768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other party. The party of this MOU understands and waives its sovereign immunity or the limits provided by §768.28, Florida Statutes.

This MOU shall be effective from the date specified in the opening paragraph until terminated at any time by either Party upon a 30-day advanced written notice to the other party. This MOU may be modified at any time by the mutual written consent of the Parties.

Agency Name 50 State Security Service, Inc. 91-SNEITS Street, Suite 204, North Miami, FL 33161


Signature

Date: December 5th, 2014

Jayson P. Yao, Chief Financial Officer/VP
Print Name and Title

MDC 105

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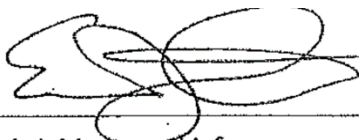
Information Technology Department
Radio Communications Services Division

(L, 1/1

Cindy Radio Systems Manager

Date: / 2-- / -----5' C.----- / L, 1/1

Miami-Dade Transit Department
Office of Safety and Security



Eric J. Muntan, Chief

Date: 12.5.14

ContractorContractorContractor

Appendix B
PRICE SCHEDULE

Appendix B - Price Schedule

Contractor shall pay the prices in the tables below.

Group A: Security Guard Personnel Billable Hourly Rates:

		A	B
Position Title	Unit of measure	Estimated number of hours per year	Hourly Rates
Armed Security Officer	Hours	861,804	\$ 37.82
Armed Security Supervisor	Hours	79,260	\$ 40.86
Unarmed Dispatcher	Hours	25,003	\$ 31.60

Group B: Security Guard Personnel Billable Yearly Rates:

		A
Position Title	Unit of measure	Yearly Rates
Project Manager	Year	\$ 121,500
Crime analyst	Year	\$ 87,750

Group C: Equipment Monthly Billable Rates:

		A	B
Equipment	Unit of measure	Estimated Units	Monthly Rate
Licensed Motor Vehicle	Each	$\frac{1}{3}$	\$ 2400
Use of Golf Cart	Each	8	\$ 450

Group D: Special Equipment, One-time Charge:

		A	B
Position Title	Unit of measure	Estimated Units	One-Time Charge
Bicycles	Each	1	\$ 1000
Mobile Video Devices	Each	130	\$ 400

The Contractor shall pay Living Wage percentage increases published by the Small Business Development Division for applicable covered services positions by adjusting the labor rates for Security Guard Personnel shown below.

Position Title	UOM	Proposer's Wages
Armed Security Officer	Hours	\$23.09
Armed Security Supervisor (Captain)	Hours	\$24.09
Armed Security Supervisor (Major)	Hours	\$25.09
Unarmed Dispatcher	Hours	\$19.00

Appendix B
PRICE SCHEDULE

Position Title	UOM	Proposer's Wages
Project Manager	Hours	\$43.27
Crime Analyst	Hours	\$31.25

Pursuant to provisions of [Section 2-8.11](#) of the Code of Miami-Dade County, establishing Paid Sick Leave requirements for certain County service contracts, are applicable. The prices noted in Appendix B – Price Schedule shall include the aforementioned Paid Sick Leave.

Notes:

1. Monthly Rates and One-Time rates shall include all costs of operating and maintaining all equipment throughout the contract term, including but not limited to the cost of fuel, tire changes, insurance and cleaning. No add-on charges for service shall be accepted.
2. All out of pocket expenses, including employee travel, per diem and miscellaneous costs and fees are included in the Contractor's price as they will not be reimbursed separately by the County.
3. The County makes no guarantees of the actual numbers of hours under the contract. The Contractor shall be paid on an hourly basis.
4. The prices herein shall be firm and fixed, except to the extent mentioned above and noted below:
 - a) Provisions of Section 2-8.9 of the Code of Miami-Dade County, establishing Living Wage requirements are applicable for Groups A and B personnel.
 - b) Provisions of Section 2-8.11 of the Code of Miami-Dade County, establishing Paid Sick Leave requirements for certain County service contracts, are applicable.