Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(A)

From: George M. Burgess
County Manager

Subject: Request to Advertise - RFP for Janitorial Services RFP No. MDAD-09-06

RECOMMENDATION

It is recommended that the Board approve the advertisement of a Request for Proposals (RFP) for Janitorial Services for the Miami-Dade Aviation Department (MDAD). A copy of the RFP is attached in substantially completed form.

SCOPE

Miami International Airport (MIA) is located primarily within District Six. However the impact of this item is Countywide as MIA and its general aviation airports are a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The Janitorial Services Agreement is estimated as follows for the first year: Zone 1 - $20,200,000, Zone 2 - $2,000,000, and Zone 3 - $2,200,000. Funding for this contract is included in MDAD's approved operations budget.

TRACK RECORD/PROJECT MANAGER

The track record is not applicable at this time as this is a request to advertise. The Project Manager for all three Zones will be Terminal Operations Supervisor Roy Alonso.

BACKGROUND

The three existing janitorial contracts for MDAD expire January 29, 2009. The three recommended contracts for advertisement take the successful elements of the existing contracts and enhance them with provisions gleaned from extensive research of airport practices across the country. Janitorial contracts of various types -- from fixed-fee to management agreements -- were studied at 11 airports. MDAD also interviewed janitorial contract administrators from major U.S airports to obtain first-hand knowledge of their experience with existing and past contracts and to learn from their experience.

The recommended contract measures provide similar small business opportunities as found in the last MDAD solicitation process for janitorial services in 2001. Zone 1 is set for a 10% goal, helping a small business to grow, while Zones 2 and 3 are set asides for SBEs. The contract forms are a modified fixed-fee, not management agreements such as

the current contract forms. This format encourages the operator to seek cost savings. As it relates to the employees, the new contracts include language to encourage the successful proposers to retain existing custodians and to maintain their benefits. These employees are covered by the Living Wage.

To maintain continuity of service and a natural division of operating areas, the new contracts are divided into the same three zones as the existing contracts: Zone 1 encompassing MIA's terminal and concourses, Zone 2 MIA's outlying buildings and parking garages, and Zone 3 MIA's cargo buildings and 3 general aviation airports. Proposers can propose on all three (3) Zones if they meet the contract measure, but can only be awarded one (1) Zone. Operators shall provide janitorial services in the zones provided below:

ZONE 1 The areas to be serviced include the main terminal building and concourses at MIA, including the areas of the landside, airside and terminal buildings controlled by the County; the Federal Inspection Services (FIS) facilities (U.S. Government office areas); the cars of the automated trains operating between the E Satellite and the terminal building; elevators; escalators; moving walkways, the County's administrative offices; and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive leases to the airlines, car rental agencies, concessionaires, the airport hotel, and other tenants. The areas covered by the Exhibit B do not include any passenger holdrooms, loading bridges, or other areas except those operated and controlled by the County for the common use of all airport operators and specified within Exhibit B. The services as well as the areas are more particularly detailed in Exhibit B.

ZONE 2 The areas to be serviced include specified non-terminal buildings and airport properties including public parking garages, employee parking areas and garages, MDAD maintenance complex, Taxi Lot, Central Collection Plaza, Miami-Dade Police station, and other outlying buildings, as set forth in the Technical Specifications (Exhibit B). The services as well as the areas are more particularly detailed in Exhibit B.

ZONE 3 The areas to be serviced include specified non-terminal buildings and airport properties, including approximately 14 cargo buildings, other outlying buildings, and the three general aviation airports. The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

One of the lynch pins of clean, well-maintained facilities is clean restrooms, and the contract for the terminal has been written to continue and expand the attended restroom program that MDAD implemented more than a year ago. Attendants in the higher-trafficked restrooms ensure better cleaned facilities and an enhanced passenger experience. The

contract also calls for more frequent cleaning of non-attended restrooms and more frequent deep cleaning of restrooms.

Overall, the contracts' form and requirements are structured to ensure cleaner facilities, custodians whose benefits are intact, and measures that will promote growth and business opportunities.

PROJECT:	Janitorial Services
PROJECT NO.:	RFP No. MDAD-09-06
TERM OF CONTRACT:	Three (3) years with five (5) one-year renewal options
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
CONTRACT MEASURES:	Zone 1: 10% SBE Goal Zone 2: SBE Set Aside Zone 3: SBE Set Aside
USING AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

4

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
4-8-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND ADVERTISING OF A REQUEST FOR PROPOSALS, NUMBER MDAD-09-06, TO SELECT QUALIFIED FIRMS TO PROVIDE JANITORIAL SERVICES FOR AREAS WITHIN COUNTY AIRPORTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Manager, or his designee, to issue and advertise in local publications for responses to the Request for Proposals in substantially the form attached hereto, so as to obtain qualified firms to propose on one or more of the three zones described in the accompanying memorandum and documents for the purpose of providing janitorial services at county airports; provided that no proposer shall be awarded a contract for more than one zone. The County Manager, or his designee, shall select from among those submitting responses that proposal which best fulfills the requirements and standards set forth in the Request for Proposals for each zone, and the selection process shall be undertaken as provided in the Request for Proposals. Upon such selection, the County Manager, or his designee, shall present a contract for each zone with the selected proposer to the County Commission for approval.

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:

CP/RW

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RW

Roy Wood

REQUEST FOR PROPOSALS
FOR
JANITORIAL SERVICES
RFP No. MDAD-09-06

PRE-PROPOSAL CONFERENCE TO BE HELD ON

_____ at A.M./ P.M.
(LOCAL TIME)

Location/Conference Room ___

ISSUING DEPARTMENT:
MIAMI-DADE AVIATION DEPARTMENT
CONTRACTS ADMINISTRATION DIVISION

Contracting Officer: Lenora Allen-Johnson
Telephone: (305) 876-8065
Facsimile: (305) 876-8068
Email: lallen-johnson@miami-airport.com

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

at _____(LOCAL TIME) ("PROPOSAL DUE DATE")

at

CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

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Attachments to the RFP document:

Appendix A: Questionnaire Form
Appendix A-1: Minimum Qualifications Form
Appendix B: Price Proposal Schedule
Appendix C: Acknowledgement of Addenda
Appendix D: Lobbyist Registration for Oral Presentation Affidavit
Appendix E-1: Single Form Execution Affidavits
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- Family Leave
- Domestic Leave
- Currently Due Fees and Taxes
- Drug Free Workplace
- Current in County Obligations
- Code of Business Ethics

-Subcontracting Policies Statement
(No format, insert document)
-Subcontractor/Supplier Listing
- Proof of Authorization to do Business
(No format, insert document)

Appendix F: Local Business Preference
Appendix G: Proposal Bond Guaranty
Appendix H: Lobbying Rules
Appendix I: Small Business Enterprise Participation Provisions

Appendix J: Living Wage Supplemental General Conditions
Appendix K: Living Wage Affidavit
Appendix L: Confidentiality Affidavit

Attachments to the Agreement:

Exhibit A: **Zones, (Is Security Sensitive Information, and therefore not attached)**

Exhibit B: **Technical Specifications Part 1 (Is Security Sensitive Information, and therefore not attached)**
Technical Specifications Part 2

Exhibit C: **Living Wage Supplemental General Conditions**

GENERAL DEFINITIONS

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

a) The term "A.O." shall mean a Miami-Dade County Administrative Order adopted by the County Manager.

b) The terms "Agreement" or "Contract" shall mean the Agreement entered into by the County and the Successful Proposer, including all of its terms and conditions, attachments, exhibits, and amendments.

c) The term "Airport" shall mean all County Airports.

d) The term "Aviation Director" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

e) The term "Board" shall mean the Board of County Commissioners of Miami-Dade County.

f) The term "Code" shall mean the Code of Miami-Dade County, Florida.

g) The term "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.

h) The terms "Department," or "MDAD," or "Airport Operator" shall mean the Miami-Dade Aviation Department. Wherein in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.

i) The terms "FTE" and Full-Time Equivalent shall mean the equivalent of an employee working 40 hours per week.

j) The term "Project Cleaning" shall mean the periodic services that are intended to clean to a "like-new" condition. This service includes, but is not limited to, high dusting, wall washing, deep extraction of carpets, steam cleaning, complete stripping and refinishing of hard floor surfaces, and other detailed services not included in daily Routine Cleaning. This work will be performed at no extra charge and will be paid as per the Labor and Wages Portion of the Price Proposal Schedule.

k) The term "Project Manager" shall mean the person, or his or her designee, assigned to oversee the project for MDAD. The Project Manager's responsibilities are to coordinate and communicate with the Contractor, and to oversee execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager, provided, however, that such

instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

l) The term "Proposal" shall mean a Proposer's written response to this solicitation document.

m) The terms "Request For Proposals" or "RFP" shall mean this solicitation document and all associated addenda and attachments.

n) The terms "Proposer," "Respondent," "Submitter," "Vendor," "Bidder" or "Contractor" shall mean the person, firm, entity or organization submitting a response to this solicitation.

o) The terms "Subcontractor," "Subconsultant" or "Subcontractor/Subconsultant" shall mean any person, firm, entity or organization, other than the employees of the Proposer, who contracts with the Proposer to furnish labor, or labor and materials, in connection with the services that will be provided to the County, whether directly or indirectly, on behalf of the Successful Proposer.

p) The term "Successful Proposer or Contractor" shall mean the Proposer that receives any award of a Contract from the County as a result of this solicitation.

q) The terms "Scope of Services," "Scope of Work," or "Required Services," supplemented by the Technical Specifications (Exhibit B), shall mean the work to be performed by the Contractor.

PROJECT SPECIFIC DEFINITIONS

r) The term "CBP" shall mean U.S. Customs and Border Protection.

s) The term "FIS" shall mean Federal Inspection Services areas housing CBP facilities at Miami International Airport.

t) The term "TSA" shall mean the U.S. Transportation Security Administration.

u) The term "FAA" shall mean the U.S. Federal Aviation Administration.

v) The term "AOA" shall mean the Airfield Operations Area of any MDAD airport.

w) The term "SIDA" shall mean the Security Identification Display Area.

x) The term "Zone" shall refer to the facilities and spaces encompassing a contractor's areas of responsibility.

SECTION 1.0
SCOPE OF SERVICES, MINIMUM QUALIFICATION REQUIREMENTS, AND CONTRACT MEASURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County ("County") anticipates entering into non-exclusive agreements for the provision of janitorial services for the Miami-Dade Aviation Department (MDAD). The County is soliciting Proposals from prospective proposers, hereinafter referred to as "Proposers," who, if selected by the County, shall provide the required janitorial services for the facilities identified herein as Zones 1, 2 and 3 (Exhibit A), and in accordance with the Technical Specifications attached hereto (Exhibit B-Part 1 and Part 2). Please note that the collective bargaining agent for MDAD's current janitorial contractors' custodial and Specialist workforce is the Teamsters Local 390, affiliated with the Teamsters International Union, AFL/CIO. Please note that the position currently classified as "Specialist" has been renamed "Custodian II" in the proposal documents.

The County has prepared a map (Exhibit A) showing the parameters of Zones 1, 2 and 3, and specifically, the individual facilities located therein. Circles on the map are inserted for convenience so as to emphasize the location of individual facilities within a Zone. The County has attempted to be accurate and as all-inclusive as possible for all facilities located within any Zone, but Successful Proposers are required to make their own examination of the facilities within the Zone (to the extent such facilities are not under lease and, therefore, are available for inspection) to ascertain the extent of their janitorial obligations within a Zone. Unless a facility, or an area within a facility, is specifically designated on the map or in the Agreement documents as NOT requiring janitorial services, Successful Proposers are expected to provide all janitorial services within the facility and areas within the facility identified on the map. (See Exhibit A.)

Proposers may propose on more than one zone if they have met the contract measure requirements provided for in Section 1.3, however, they may only receive an award for one zone, as further specified herein.

1.2 SCOPE OF SERVICES AND WORK AREAS

The County, through the Aviation Department, is soliciting for Proposers that, if selected, shall provide janitorial services in the following zones provided below:

Required services include cleaning of common-use areas such as lobbies, hallways, restrooms, stairwells, elevators, escalators, moving walkways,

and windows, and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive lease to tenants.

The Department requires that the Contractor perform all required work to the highest quality standards while ensuring the best competitive prices for the County. The County reserves the right to add, delete, or otherwise modify the work areas and type of work required, as deemed necessary in the best interests of the County.

The work to be performed by the Successful Proposer shall include, but is not limited to the supplying of all labor, supervision, materials, supplies, equipment, tools, chemicals and all other items, necessary or proper for, or incidental to, such janitorial work as described within the Technical Specifications (Exhibit B).

PERFORMANCE AND QUALITY EXPECTATIONS

The County requires that the Contractor provide MDAD and its associated properties with:

1. A clean and safe physical environment that is free from loose, adhered or impregnated soil, gum or debris; Contractor shall maintain the floors free from all spots, spills, stains, liguids and all substances; and areas shall be maintained in sanitary conditions where required, such as in public restrooms and the perimeters of the food service areas;

2. Protection of physical property: The Contractor shall be responsible for claims to repair or replace physical property as a result of its procedures or employees' actions that result in damage to physical property. The Contractor shall employ procedures that protect and enhance physical surfaces to achieve their expected or specified look;

3. Continuity of operations through the timely response to emergency conditions. The Contractor shall be prepared to provide emergency response as needed, 24 hours a day, 7 days a week, which involves the coordination and deployment of its staff and equipment in order to keep the airport operational and maintain the safety of the public and airport personnel at all times and in each zone;

4. Employees paid established wages and benefits, and fair working conditions. The County has the right to specify wages that shall be the minimum wages utilized under the Agreement. The selected Proposer is free to pay wages above this scale at its own expense

if it determines that it is in its best interest to do so. The selected Proposer shall treat employees fairly and have grievance procedures, and progressive advancement and disciplinary policies that promote a quality work place;

5. A diverse staff that reflects at all levels the demographic composition of the community. The County expects that the Contractor will promote and achieve a diversified work force that is consistent, at all levels, with the demographic composition of the community. To ensure this, the County requires an Affirmative Action program to be submitted and adhered to in accordance with County requirements.

WORK AREAS

ZONE 1

The areas to be serviced include the main terminal building and concourses at MIA, including the areas of the Landside, Airside and terminal buildings controlled by the County; the Federal Inspection Services (FIS) facilities (U.S. Government office areas); the cars of the automated trains operating between the E Satellite and the terminal building; elevators; escalators; moving walkways, the County's administrative offices; and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive leases to the airlines, car rental agencies, concessionaires, the airport hotel, and other tenants. The areas covered by the Technical Specifications (Exhibit B) do not include any passenger holdrooms, loading bridges, or other areas except those operated and controlled by the County for the common use of all airport operators and specified within the Technical Specifications (Exhibit B). The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

ZONE 2

The areas to be serviced include specified non-terminal buildings and airport properties including public parking garages, employee parking areas and garages, Aviation Department maintenance complex, Taxi Lot, Central Collection Plaza, Miami-Dade Police station, and other outlying buildings, as set forth in the Technical Specifications (Exhibit B). The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

ZONE 3

The areas to be serviced include specified non-terminal buildings and airport properties, including approximately 14 cargo buildings, other outlying buildings, and the three general aviation airports. The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

NOTE: Proposers are advised that the County is undergoing a significant Capital Improvement Program that may increase the size of the terminal building to approximately 8 million square feet.

MANNER OF PERFORMANCE

The Contractor shall perform all of its obligations and functions in accordance with Subsection 1.2 hereof, the Agreement and with the Technical Specifications (Exhibit B), and in a professional and businesslike manner so that janitorial services are performed in a timely and uninterrupted fashion. The Contractor shall use its best efforts to coordinate and adjust its activities to meet the needs and requirements of the County, and to perform its activities so as not to impede, interrupt, disturb, endanger, unreasonably interfere with or delay airport operations and activities of airport operators or MDAD. Services hereunder will be provided 24 hours per day, 7 days per week, including holidays, without exception.

Note: Staffing Levels - Proposers shall refer to the Price Proposal Schedule, Appendix B to determine and familiarize themselves with the staffing levels the County will accept from the Contractor in the performance of the Agreement.

EMERGENCY SERVICES

In the event of an emergency, or as the County may from time to time request, Contractor shall temporarily perform other janitorial work either not listed herein, or else required in other Zones. Ordinarily, it is anticipated that such work will be temporary and can be performed at no additional cost to the County by reassigning existing personnel to handle such assignments. If such work, in the reasonable opinion of the County, requires the use of overtime or the hiring of additional personnel on a temporary basis, compensation to Contractor for such emergency services shall be paid at the Contractor's actual cost. Such work shall be approved in writing in advance by the County.

The County reserves the right, from time to time, at County's sole discretion, to make temporary changes in the work areas and to otherwise modify the services required under the Agreement.

In the event the County proposes a permanent change in the services required, County shall meet with the Contractor to determine:

1. Whether the proposed change can be accomplished without an increase or decrease in the Agreement amount by redirecting the work and/or reassigning existing personnel to handle the changed assignments or;

2. Whether the proposed change cannot reasonably be accomplished through a redirection of the work or reassignment of personnel and will require an increase or decrease in the Agreement amount, in which event the parties must reach agreement on the changed Agreement amount.

1.3 MINIMUM QUALIFICATION REQUIREMENTS PER ZONE

ZONE 1: Five (5) years of continuous janitorial experience cleaning one or more 24-hour facilities totaling at least 4 million square feet, 7 days a week, including holidays, and serviced by not less than 250 Full-time Equivalents (FTE) in one or more facilities, working multiple shifts.

ZONE 2: Three (3) years of continuous experience cleaning a facility with at least 250,000 square feet and serviced by not less than 40 full-time equivalents (FTE) in one or more facilities, working multiple shifts.

ZONE 3: Three (3) years of continuous experience cleaning a facility with at least 250,000 square feet of and serviced by not less than 40 full-time equivalents (FTE) in one or more facilities, working multiple shifts.

Each Proposer must present evidence that it has the necessary experience, qualifications, qualified staff, financial resources, and ability to fulfill all of the obligations under the Agreement.

Proposer shall demonstrate how it meets or exceeds the minimum qualifications by completing **Appendix A** Questionnaire form. **Proposers must also include, as part of their Proposal, a narrative detailing why they conclude they qualify.**

a) If the Proposer is a corporation, at a minimum, one of the corporate officers who shall be directly responsible for the Proposer's operations under the Agreement, must have the

required experience.

b) If the Proposer is a joint venture or a partnership, at least one of the entity partners shall meet the requirements as outlined in (a.) above, either on its own or through an officer who shall be directly responsible for the Proposer's operations under the Agreement.

1.4 **CONTRACT MEASURES:** This solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBEs) as follows:

Zone 1: No Measure
Zone 2: SBE Set Aside
Zone 3: SBE Set Aside

A SBE/Micro Business Enterprise must be certified for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation at the time of the proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the contract measures as defined above.

For questions regarding Miami-Dade County's SBE Contract Measure Requirements, please contact Ms. Betty Alexander of Department of Small Business Development, formerly known as Department of Business Development, at 305-375-3111, facsimile at (305) 375-3160, or for web access at www.miamidade.gov/sba.

SECTION 2.0
RFP SUBMITTAL PROCESS

2.1 RFP AVAILABILITY

Copies of this solicitation package can be obtained through the MDAD, Contracts Administration Division, in person or via courier at 4200 NW 36th Street, Building 5A, 4th Floor, Miami, FL 33122, or through a mail request to P.O. Box 025504, Miami, FL 33102-5504. The cost for each solicitation package is fifty dollars $50.00 **(non-refundable) check or money order** payable to: Miami-Dade Aviation Department.

Proposers who obtain copies of this solicitation from sources other than MDAD's Contracts Administration Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such

Proposers are solely responsible for those risks and the County bears no liability. **(See Section 2.4)**

2.2 PROPOSAL SUBMITTAL

An original and nine (9) copies (a total of 10) of the complete Proposal (Technical Proposal and Price Proposal Schedule) must be received by the due date as specified in the advertisement for this RFP ("Proposal Due Date"), as may be amended by Addendum. In the event the Proposer chooses to propose upon more than one Zone, a Price Proposal Schedule shall be submitted for each such Zone; however, only one Technical Proposal will be required for each Proposal submitted. The original and all copies must be bound, with the **Technical Proposal packaged separately from the Price Proposal Schedule**(s) and submitted in an envelope or container stating on the outside the Proposer's name, address, telephone number and RFP number, RFP title, and Proposal Due Date to:

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

Both the Technical (Quality) Proposal and the Price Proposal Schedule must be signed by an officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. In the absence of a corporate seal, the documents must be notarized by a Notary Public. The submittal of a proposal by a Proposer will be considered by MDAD as constituting an offer by the Proposer to perform the services outlined in this RFP, at the price submitted and in accordance with the terms and conditions herein, until the Board of County Commissioners awards the Agreement, if the Proposer is the Successful Proposer. The Proposer also agrees to honor and comply with the terms of the executed agreement, if the Proposer is the Successful Proposer.

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

2.3 PROPOSAL FORMAT

A. INSTRUCTIONS TO THE PROPOSERS

The Proposer shall carefully follow the format and instructions outlined

below, observing format requirements where indicated. All materials (except for plans and schematics) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

B. CONTENTS OF PROPOSAL

The Proposal must consist of two (2) separate parts: (A) Technical Proposal, and (B) Price Proposal Schedule as follows:

1. TECHNICAL PROPOSAL (Part A)

A Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the submittal. No price information is to be included with the Technical Proposal. A Technical Proposal must include the following information:

a. Table of Contents

The table of contents shall outline, in sequential order, the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b. Questionnaire Form

The attached **Appendix A** is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the firm submitting the Proposal.

c. Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and any other information called for by this RFP which the Proposer deems relevant. This summary shall be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information. The summary shall not exceed three (3) pages.

d. Proof of Minimum Qualifications

The Proposer shall verify its ability to satisfy all of the minimum qualification requirements (see Appendix A "Questionnaire Form"). A Proposer who does not meet the minimum qualification requirements may not be considered for award.

e. Proposers Qualification & Experience

Proposer's Management Expertise

1. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served doing work similar to the Scope of Services of the Agreement for this RFP. Provide an organization chart showing all individuals to be assigned to this project, with explanation and support for the role of key personnel and departments, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants. Proposer must provide résumés with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, General Manager, Operations Manager (as applicable), senior and other professional staff that will perform work and/or services in this project.

2. Describe in detail the Proposer's experience and past performance in the services described in Section 1.2 (Scope of Services) and/or particular services similar to those being requested in this solicitation. Include the names of the clients thereof and a narrative summary of work performed and the results anticipated and achieved. Proposer must provide a list of its current clients whose interests may conflict with those of the County and the Department.

   Note: Since the experience of the Proposer and that of the Proposer's General Manager are of material consideration to the County in this RFP process, the Proposer to whom the Agreement is awarded shall take no actions during the term of the Agreement which shall serve to transfer or change structure, management, ownership, or control of the Proposer without Departmental approval as set forth in the Agreement.

3. Provide a detailed description of comparable contracts (similar in scope of services to those requested in this solicitation) which the Proposer has either ongoing or completed within the past five (5)

years if proposing on Zone 1 and for the past three (3) years if proposing on Zones 2 and 3. The description shall identify for each project: the client, description of work or services, total dollar value of the contract, contract duration, customer contact person and phone number for reference, statement or notation of whether Proposer was the prime contractor or subcontractor or subconsultant, and the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities as required by Appendix A.

4. Describe in detail and use representative examples of the Proposer's technical procedures and training programs, including standards and methods that address the work to be performed under the Agreement.

5. Describe in detail all human resources programs that will demonstrate the Proposer's ability to promote and manage a diversified work force, promote workplace fairness and equal opportunity, and establish and enhance employee motivation via tangible programs and career development opportunities.

6. Describe in detail the Proposer's programs for:

   a) protection and safety of the people who use the facilities;
   b) inspection, detection and correction of unsafe working conditions;
   c) compliance with Federal and State OSHA requirements; and compliance with FAA, CBP and TSA regulations. Proposers are responsible for familiarizing themselves with all federal security mandates with which they must comply for the performance of the Agreement.

   The Successful Proposer's employees requiring access to federally-regulated secure areas such as, but not limited to, the Airfield Operations Area, the Federal Inspection Services (FIS) areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) and comply with all security rules and regulations mandated by U.S Customs and Border Protection (CBP), the U.S. Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA).

7. Describe any other experiences related to the work or services described in the Scope of Services (Section 1.2 herein and the Technical Specifications), and any other information, which may be specific to the required services to be provided, see Appendix A.

8. Financial Capacity to Perform

This section shall include the documentation requested below for the proposing company and individual companies comprising a team or joint venture that are signatories to the Agreement. It shall note financial relationship and responsibilities with regard to subsidiary or related companies.

All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares shall be specified on the form and on additional sheets, if necessary. Proposers shall specify the source of funds (cash, bank loan, etc.) for the start-up costs.

a. References:

The Proposer must list three (3) business references related to its janitorial operations during the past three (3) years. Proposer shall provide for each reference a contact name, title, phone number, fax number, email address.

b. Financial Background Information:

In order to understand the financial capabilities of your company, the Department requires that the following historical financial information and that of any joint venture or affiliated entities be included:

i) Audited or reviewed balance sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS).

ii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (i) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state the fact.

c. Requested Information From Subsidiaries:

The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information as requested above for both the parent and

subsidiary. State whether the parent company guarantees the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the terms and conditions of the Agreement.

9. Describe any prior or pending litigation, either civil or criminal, involving any governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is, or has been, involved within the last three (3) years.

10. Provide a list of all contracts the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance 98-42, as amended, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for the County and include the name of the County Department which administers or administered the contract(s); the contact person and the telephone number; the dates covering the term of the contract(s); and the dollar value of the contract.

    The County reserves the right to tour any facility currently serviced by the Proposer in order to better determine through physical inspection the Proposer's ability to perform as required by the Agreement.

f. <u>Quality Control and Training Programs</u>

1. Proposer must describe in detail and give examples of its Quality Control inspection and control processes including procedures, inspection methods, remedial action and training programs.

2. Proposer must detail its employment practices and scheduling processes, including policies and reports that depict the Proposer's ability to maintain a fully staffed operation in accordance with the Scope of Services (Section 1.2).

3. Proposer must demonstrate its familiarity and expertise in the use of time keeping and reporting systems that confirm actual hours and work performed under the Agreement, with actual versus schedule variance reports.

4. The successful Proposer must have a training program which, at a minimum, includes the following:

a) General orientation areas of responsibility

b) Chemical usage and availability of Material Safety Data Sheets (MSDS) and how to use them

c) Tools and equipment, operation and safety

d) Safety issues, compliance with OSHA Act of 1970

e) Blood-borne pathogen safety program

f) Sexual harassment

g) Recycling program(s)

h) Customer Service Training: The Contractor shall, on an ongoing basis, provide effective customer service training for all personnel having public contact using corporate developed programs.

g. <u>Transition Plan</u>

1. Proposer shall provide as part of the Proposal submission a Start-up Transition Plan describing how it plans to start operations and bring about a smooth transition of work from the present Contractor. Employees of the existing Contractor retained by the Successful Proposer shall not be penalized in terms of salary or benefits. The Successful Proposer shall include, as part of its regular payroll invoicing, the actual wages and benefits due those holdover employees regardless of the wages for that position shown in their Proposal. The Plan must allow time for:

- Providing Equipment and Supplies.
- Obtaining ID Badges and Security Training.
- Issuance of Necessary Keys.
- Orientation and Site Tours.

2. The Successful Proposer agrees to cooperate with the County and attend all scheduled coordination meetings during the period of thirty (30) days before and after the commencement of the contract and again, before and after the termination of the contract, if upon termination a third party has been selected to perform the work.

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i. Work Plan

1. Proposer must discuss in detail the project including the actual conditions that it has determined to exist in the Zone(s) where it is proposing services, and considering those services, its ability to provide a janitorial program that will meet the requirements of the Department as outlined in Section 1.2 (Scope of Services).

2. Proposer must specifically provide a detailed work plan for the transition period including the following:

   a) Measurable and quantifiable goals and objectives
   b) Definition of tasks
   c) Personnel to be assigned
   d) Milestone dates
   e) List of specific reports and deliverables

j. Employment Plan

Proposer must submit with their Proposal an employment plan that describes:

1. Employment policies and procedures;
2. Plans to interview and/or hire incumbent Contractor's employees;
3. A mentoring program that centers on the development of locally headquartered businesses. Proposer must outline the methodology to be used and detail their proposed program; and
4. Give examples of any establishments where this policy of hiring local and/or incumbent contractor's employees has been implemented.

It is the intent of the County to have the selected Proposer(s) offer to the Custodians and Specialists of the incumbent contractor, the positions required under the scope of services of the Agreement. The current work force would provide necessary stability and continuity of services. Retention of individual employees is contingent upon their satisfactory performance. Please note that the position currently classified as "Specialist" has been renamed "Custodian II" in the proposal documents.

k. Submission of other Required Documentation

The Proposer must complete, sign as required, and submit the documents required above and the following documents as part of its

Proposal, which have been included as attachments to this RFP:

Appendix A: Questionnaire Form

Appendix A-1: Minimum Qualifications Form

Appendix B: Price Proposal Schedule
Appendix C: Acknowledgement of Addenda
Appendix D: Lobbyist Registration for Oral Presentation
Appendix E-1: Single Form Execution Affidavits

- Public Entity Crimes Affidavit
- Debarment Disclosure Affidavit
- Criminal Record Affidavit
- Disclosure of Ownership Affidavit
- Affirmative Action Plan/Procurement Policy Affidavit

Appendix E-2: Condition of Award Requirements
Single Form Execution Affidavits

- Disability Nondiscrimination
- Family Leave
- Domestic Leave
- Currently Due Fees and Taxes
- Drug Free Workplace
- Current in County Obligations
- Code of Business Ethics

Subcontracting Policies Statement
(No format, insert document)

Subcontractor/Supplier Listing

Proof of Authorization to do Business
(No format, insert document)

Appendix F: Local Business Preference
Appendix G: Proposal Bond Guaranty

Appendix K: Living Wage Certification

Appendix L: Confidentiality Affidavit

I. Living Wage Documents

The Agreement is subject to Miami-Dade County's Living Wage under County Code section 2-8.9 hereafter referred to as Code and see Exhibit C for details. By entering into the Agreement the Successful Proposer agrees to pay the applicable Living Wage rate in effect at the time of the Agreement to all covered employees performing a covered service and any increases to that rate which becomes effective October 1st of each year, throughout the duration of your Agreement. The current Living Wage rate effective October 1,

2007 through September 30, 2008 with a qualifying Health Benefit Plan (HBP) is $10.69/hour valued at $1.55/hour, or $12.24/hour without a qualifying HBP. Additional requirements for compliance with the Living Wage is outlined in the Living Wage Supplemental Conditions attached and is part of this permit, contract or lease agreement. All service contractors providing a covered service must comply with the Code in its entirety to include the respective Administrative Order and Supplemental General Conditions to include any and all amendments. If there are any errors, omissions or discrepancies between the legislation governing living wages, the Code shall prevail. Failure to comply with the Living Wage requirements will result in the applicable penalties and sanctions.

m) Confidentiality

Pursuant to Chapter 119.071 subsection (3)(b) of the Florida Statutes and, where applicable, Chapters 281.301 and 331.22 of the Florida Statutes, the plans and technical specifications that form a part of this RFP are exempt from the provisions of subsection (1) of Chapter 119.07 and s. 24 (a), Article I of he State Constitution. Access to these plans and technical specifications shall be governed by Contracts Administration.

2. PRICE PROPOSAL SCHEDULE - (Part B)

The Proposer must submit the executed Price Proposal Schedule, Appendix B in a separate **sealed** envelope or package (**separate from the Technical Proposal**) clearly marked on the sealed envelope or package **"PRICE PROPOSAL SCHEDULE," Appendix B**, together with the Proposer's name, RFP Number and RFP title. The Proposer may submit the separate sealed Price Proposal Schedule inside the same container or package together with the separate Technical Proposal. The Proposer's price shall be submitted in the manner required herein. There are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with this RFP document shall be deemed non-responsive.

2.4 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be submitted in writing via facsimile number (305) 876-8068 and/or email to the designated Contracting Officer herein, located at MDAD, Building 5A, 4200 N.W. 36th Street, 4th Floor, Miami, Florida 33122, in accordance with Section 2.7, "Cone of Silence," at least fourteen (14) calendar days prior to the originally established due date for Proposals. The facsimile cover sheet must contain the RFP number and title, the Proposer's name,

address, telephone and facsimile number, and the Proposer's contact person.

MDAD will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda prior to the deadline for Proposals. The Proposer shall not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is a Proposer's responsibility to ensure receipt of all addenda. The Proposer shall verify with the Contracting Officer, prior to submitting a Proposal, that all addenda have been received. The Proposer is required to acknowledge the number of addenda **(see Appendix C, Acknowledgement of Addenda)** received as part of their Proposal.

2.5 RESPONSIBILITY OF PROPOSER

It is the sole responsibility of the Proposer to become thoroughly familiar with the RFP requirements and all terms and conditions of the Agreement affecting the performance of this RFP. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the Department, or the compensation to be paid to the Successful Proposer.

It shall be the responsibility of the Proposer to examine the entire RFP document and Agreement, and to become fully informed of the conditions to be encountered from the Agreement to be performed.

2.6 PROJECT BRIEFING

A project briefing has been scheduled for the date, time and place specified in the advertisement for this RFP. The purpose of this project briefing is to review the scope of services and response requirements, and to afford Proposers an opportunity to seek clarifications prior to the due date for Proposals. The Proposer is encouraged to submit any questions they may have, in writing, to the Contracting Officer in advance of the project briefing. A site visit of some of the affected areas will commence after the pre-proposal conference, transportation will be provided, if applicable, at the meeting site. Interested parties are required to RSVP for the site visit and provide a copy of their license and last four digits of their social security number to the Contracting Officer delineated herein no less than five days prior to the scheduled meeting date.

2.7 CONE OF SILENCE/CONTRACTING OFFICER

CONE OF SILENCE: Pursuant to Section 2-11.1(t) of the County Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFPs, RFQs, or bids after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits communication regarding RFPs, RFQs, or bids between: A) potential vendors, service providers, bidders, lobbyists or consultants and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; B) a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners or their respective staffs; C) the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; D) a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee assigned to this solicitation; E) the Mayor, County Commissioners or their respective staffs and member of the selection committee assigned to this solicitation; F) any member of the County's professional staff and any member of the selection committee therefore.

Section 2.11.1(t) of the County Code and Administrative Order 3-27, as amended, permits oral communications regarding a particular RFP, RFQ or bid for solicitation of goods or services between any person and the contracting officer responsible for administering the procurement process for such RFP, RFQ, or bid, provided that the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

The Cone of Silence Provisions do not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Board of County Commissioners during any duly noticed public meeting, or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be submitted via e-mail to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV. The Contracting Officer shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

In addition to any other penalties provided by law, violation of the Cone of Silence Provisions by any proposer, respondent or bidder shall render any RFP award, RFQ award, or bid award voidable. Any person having personal knowledge of a violation of the Cone of Silence provisions shall

report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers shall reference the actual Cone of Silence Provisions for further clarification.

All Proposers will be notified in writing when the County Manager makes an award recommendation to the Board of County Commissioners.

The Contracting Officer for this RFP is:

Name:	Lenora Allen-Johnson
Title:	Senior Procurement Contracting Officer
Name of Agency:	MDAD – Contracts Administration Division
Physical Address:	4200 NW 36th St. Bldg. 5A, 4th Floor, Miami, FL 33122
Mailing Address:	P.O. Box 025504, Miami, FL 33102-5504
Telephone:	(305) 876-8065
Facsimile:	(305) 876-8068
Email:	lallen-johnson@miami-airport.com

2.8 PROPOSAL GUARANTEE DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit, by Zone as follows:

Zone 1: $75,000.00

Zone 2: $3,000.00

Zone 3: $3,000.00

The Proposal Guarantee Deposit shall be attached to Appendix A, Questionnaire Form, and shall be in the form of a cashier's check, treasurers check, irrevocable letter of credit, or bank draft drawn on any state or national bank ONLY, payable to Miami-Dade County, Florida, or Proposal Guarantee Bond prepared on the form attached hereto, Appendix G, duly executed by the Proposer as Principal and having a Surety thereon meeting the requirements set forth in the Agreement. No other form of deposit will be accepted.

Proceeds of checks, if submitted as the Proposal Guarantee Deposit, will be held by the County without interest to the Proposer, and such proceeds will be returned to the unsuccessful Proposers after the County and the Successful Proposer have executed the Agreement for the work. Proposal Guarantee Bonds will not be returned to any Proposer.

After award of an Agreement to the Successful Proposer, the Proposal Guarantee Deposit of such Proposer will be held pending receipt of the executed Agreement and evidence of insurance as required by the

Agreement. If a Successful Proposer fails to (a) execute the Agreement within five (5) business days after such documents are presented to the Successful Proposer, or (b) provide evidence of insurance not later than twenty (20) calendar days after the effective date of the Agreement or (c) provide a Performance Bond as required by the Agreement, or (d) begin operations as required by the Agreement, the Proposal Guarantee Deposit will be forfeited to the County as liquidated damages to compensate the County for the delay and administrative services resulting from such failures. The County shall also be entitled, but not obligated, to award an Agreement to any other Proposer as determined to be in the best interest of the County.

Any Proposal that is not accompanied by the required Proposal Guarantee Deposit, as of the Proposal Due Date, shall be considered non-responsive and ineligible for award.

2.9 MODIFIED PROPOSALS

Any modification to the Proposal by the Proposer shall be submitted to the Clerk of the Board prior to the Proposal Due Date. The Proposer shall submit, in a sealed envelope, the modified Proposal forms and a letter, on company letterhead and signed by a representative of the Proposer, stating that the modified Proposal supersedes the previously submitted Proposal.. No modifications of a Proposal shall be accepted after the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the Proposal.

2.10 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable until contract award, unless the Proposal is withdrawn. A Proposal may only be withdrawn in writing and must be addressed to the Clerk of the Board prior to the Proposal Due Date.

2.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be opened or considered. Modifications received after the Proposal Due Date are also late and will not be considered. Proposals will be opened promptly on the Proposal Due Date. The responsibility for submitting a Proposal to the Clerk of the Board on or before the Proposal Due Date is solely and strictly the responsibility of the Proposer. The County is not responsible for delays caused by any form of delivery utilized by the Proposer, including U.S. mail, package, courier service, or by any other occurrence.

2.12 RFP POSTPONEMENT/REJECTION/CANCELLATION

MDAD may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

2.13 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of a Proposal to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received or for any other effort required of or made by the Proposer prior to the date set for commencement of work as defined by the Agreement approved by the Board.

SECTION 3.0
PROVISIONS OF LAW AFFECTING SOLICITATION

3.1 PROVISIONS OF LAW REGARDING AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL AND CONDITION OF AWARD REQUIREMENTS:

A. AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL:

The Affidavits described below are part of a single execution affidavit:

1. Public Entity Crimes Affidavit

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

2. Debarment Disclosure Affidavit

Section 10-38 of the Code of Miami-Dade County ("the Code") relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Proposer to affirm, under oath, that neither the Proposer, its officers, principals, directors, shareholders owning or controlling ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its Subcontractors/Subconsultants, have been debarred by the County. Any individual or entity that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Proposer's responsibility to ascertain this information before submitting the Proposal.

3. Criminal Record Affidavit

Pursuant to Section 2-8.6 of the Code, the Proposer must disclose, at the time the Proposal is submitted, if the Proposer or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Proposer who knowingly fails to make the required disclosure or to falsify information.

Following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

4. Disclosure of Ownership Affidavit

Pursuant to Section 2-8.1(d)(1) of the Code, the Proposer shall disclose under oath their full legal name and business address. The Proposer shall also disclose the full legal name and business address of all individuals (other than Subcontractors / Subconsultants, materialmen, suppliers, laborers, or lenders) that has, or will have any interest (legal, equitable, beneficial or otherwise) in the contract transaction. If the contract is with a corporation, the full legal address shall be provided for each officer, director, and stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract is with a partnership or joint venture, the full legal address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary of the trust. Post Office addresses are not acceptable.

In addition, pursuant to Section 2-8.1(d)(2) of the Code, the Proposer shall disclose the composition of its workforce, as to race, national origin and gender, as well as the existence of a collective bargaining agreement with employees. The Proposer must also disclose whether they provide paid health care benefits for its employees.

5. Affirmative Action Plan/Procurement Policy Affidavit

Pursuant to Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development (DBD). The Proposer shall submit with its Proposal the Affirmative Action Plan/Procurement Policy Affidavit, indicating one of the following: (i) that the firm's gross revenues are in excess of $5 million and the firm has a current Affirmative Action Plan/Procurement Policy on file with DBD; or, (ii) that the firm's gross revenues are in excess of $5 million and the firm will file an Affirmative Action Plan/Procurement Policy with DBD for approval; or, (iii) the firm's Board of Directors are representative of the population make-up of the nation and is exempt from this requirement; or, (iv) the firm's annual gross revenues do not exceed $5 million and therefore Section 2-8.1.5 of the Code is not applicable.

B. CONDITION OF AWARD REQUIREMENTS

1. The affidavits described below are part of a single execution affidavit that shall be submitted with the Proposal. If a Proposer does not submit said condition of award affidavits with its Proposal, the Proposer shall state in its Proposal when such affidavits will be provided, which shall be no later than with the execution of the Agreement as provided in Section 4.8 herein.

a) Disability Nondiscrimination

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Proposer shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Proposer or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

b) Family Leave

Pursuant to County Resolution No. R-183-00, the Proposer shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

c) Domestic Leave

Pursuant to County Resolution No. R-185-00, the Proposer shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution, may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

d) Currently Due Fees and Taxes

Pursuant to Section 2-8.1(c) of the Code, the Proposer shall, as a condition of award, verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Proposer, have been paid. Failure to comply with this requirement may result in debarment.

e) Drug Free Workplace

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this requirement may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

f) Current in County Obligations

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8)

of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Any contract or transaction entered into in violation of Section 2-8.1(h) of the Code shall be voidable. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

g) Code of Business Ethics

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Proposer and the County, submit an affidavit stating that it has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. If the Proposer fails to submit the required affidavit, it shall be ineligible for contract award.

2. Subcontracting documents not part of single execution affidavit:

a) Subcontracting Policies

Pursuant to Section 2-8.8(4) of the Code, the Proposer on County contracts, wherein subcontractors/subconsultants may be used, shall, prior to contract award, provide a detailed statement of their policies and procedures for awarding subcontracts which:

1) notifies the broadest number of local subcontractors/ subconsultants of the opportunity to be awarded a subcontract;
2) invites local subcontractors/subconsultants to submit proposals in a practical, expedient way;
3) provides local subcontractors/subconsultants access to information necessary to prepare and formulate a subcontracting proposal;
4) allows local subcontractors/subconsultants to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
5) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

The Proposer who fails to provide the required statement shall be precluded from receiving the contract.

b) Listing of Subcontractors/Subconsultants and Suppliers

Section 10-34 of the Code requires that on County or Public Health Trust contracts, which involve the expenditure of $100,000 or more, that the entity contracting with the County shall, as a condition of award, provide a listing which identifies all first tier subcontractors/subconsultants who will perform any part of the contract work, describes the portion of the work such subcontractor/subconsultant will perform, identifies all suppliers who will supply materials for the contract work directly to the Proposer, and describes the materials to be so supplied.

A Proposer who is awarded the contract shall not change or substitute first tier subcontractors/subconsultants, direct suppliers, the portions of the work to be performed, or the materials to be supplied from those identified in the listing provided, except upon written approval by the County.

THE FORM CONTAINED IN APPENDIX E-2, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF SECTION 10-34 OF THE CODE, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONSULTANTS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHALL ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON THE ATTACHED FORM, APPENDIX E-2, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

3. Proof of Authorization to do Business

Pursuant to Florida Statutes Section 607.0128 F.S, Proposer must attach a copy of the Certificate of Status or Authorization, and certificate evidencing compliance with the Florida Fictitious Name Statute per Florida Statutes Section 865.09, (if applicable.)

3.2 LOBBYIST REGISTRATION FOR ORAL PRESENTATION

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Lobbyist Registration for Oral Presentation Affidavit (See Appendix D) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any employee whose normal scope of employment includes lobbying activities.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on this affidavit all individuals who may make a presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least two (2) days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the Board of County Commissioners, or a County board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP must also register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

In accordance with 2-11.1 (s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, providing that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of this Proposal as evidence that a Proposer is not a responsible Proposer.

The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance (**see Appendix H**). The Proposer shall comply with these requirements.

3.3 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to County Administrative Order No. 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an IPSIG, whenever the County deems it appropriate. Upon written notice from the County, the Successful Proposer shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Proposal or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services and under no circumstance shall the Proposer's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to the Proposer, its officers, agents, employees and Subcontractors/Subconsultants. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Proposer in connection with this RFP or any Contract issued as a result of this RFP. The terms of this provision are neither

intended nor shall the Proposer or any third party construe them to impose any liability on the County.

3.4 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract issued as a result of this RFP 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.

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 Administrative 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.

3.5 CONFLICT OF INTEREST AND CODE OF ETHICS

Pursuant to Section 2.11.1 of the Code, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the County, or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension,

termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a proposal, response, or application, of any type, to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk of the Board a statement, in a form satisfactory to the Clerk of the Board, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a proposal, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk of the Board a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

3.6 TELEPHONE LOGS

Pursuant to Section 11A-43(4) of the Code, each Proposer must maintain telephone logs of all telephone calls to and from subcontractors/subconsultants and suppliers. These logs shall contain the name of the subcontractor/subconsultant or supplier, the time and date of the call, the names of the persons contacted, a description of the work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Telephone logs shall be made available to County personnel.

3.7 PROPRIETARY / CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, their Proposal will be available for public inspection after opening of Proposals, in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to

this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the County shall endeavor to redact or return that information to the Proposer as practicable, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.8 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

3.9 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, regulations, operational directives and other Department procedures that may in any way affect the goods or services offered. The Proposer shall also comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, state and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

SECTION 4.0
EVALUATION PROCESS

4.1 PROCESS OVERVIEW

Each Proposal will be evaluated by an Evaluation/Selection Committee ("Committee") appointed by the County Manager. It is the responsibility of the Committee to ensure that a Proposal submittal complies with all of the requirements of this RFP and to assess it accordingly for each Zone.

4.2 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBLENESS

Each Proposal will be preliminarily reviewed by County staff for a determination of compliance with the submission requirements outlined in this RFP for each Zone. A responsive Proposal is one which meets the minimum qualification requirements, follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive by the Office of the County Attorney.

The Committee shall then evaluate the Proposer's Proposal to determine if it is responsible. In making this determination, the Committee shall have the right to investigate the management, operational experience, reputation and business judgment of any Proposer, their affiliates and/or parent company(s), including the conducting of investigations of the officers, directors, principals and stockholders, and to review and investigate all contracts the Proposer has performed for the County or others. The Proposer agrees to provide, upon request, any additional information that may be required by the Committee or the County. In addition, the Committee reserves the right to inspect the facilities at which the Proposer conducts its business and provides services.

4.3 EVALUATION PROCESS

Evaluation criteria have been established based upon the goals and objectives as provided in this RFP and are applicable to each Zone. Based on the Committee's evaluation of the written Technical Proposal and oral presentations, if required, the Committee shall rate and rank the responsive and responsible firms on their Proposal based on the criteria listed below. The criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The criteria are itemized with their respective weights for a maximum total of One Hundred (100) points per each voting Committee member, for all Selection Criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as determined by the Committee member in accordance with the criteria listed below.

Selection Criteria	Max. Points
Proposer's experience, qualifications, capabilities and past performance in providing the type of services described in this RFP	30
Experience and qualifications of the General Manager and key personnel who will be assigned to this project	30

Quality control and training program(s)	10	
Employment Plan	10	
Work Plan	10	
Transition Plan	10	
Total	**100**	**(Maximum)**

4.4 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee evaluates the Technical Proposals in light of the oral presentation (if necessary)for Zone 1, it will then evaluate the Price Proposal Schedule(s) for that Zone. This same procedure will be utilized for Zones 2 & 3

Price will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal Schedule submission will be assigned a maximum of ten (10) points per each voting Evaluation/Selection Committee member. The Price will be evaluated in the following manner:

1. The responsive proposal with the lowest proposed first year price will be given the full weight of ten (10) points assigned to the price criterion.

2. Every other proposal will be given points proportionately in relation to the lowest proposed first year price. This point total will be calculated by dividing the lowest proposed first year price by the total lowest proposed first year price of the proposal being evaluated with the result being multiplied by the maximum weight for price **(10 points)** to arrive at a price score of less than the full score for price.

   Example:

   $$\frac{\text{Lowest Proposed First Year Price}}{\text{Proposer's Proposed First Year Price}} \times \text{Total Points for Price} = \text{Price Score}$$

   The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

4.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking for each Zone by adding the Price Proposal evaluation score with the Technical (Quality) Proposal evaluation to determine the overall ranking.

Following the evaluation and overall ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager that a contract be awarded to the highest ranked responsive and responsible Proposer for each Zone or that a contract be negotiated with the highest ranked responsive and responsible Proposer for each Zone.

4.6 LOCAL PREFERENCE

Pursuant to Section 2-8.5 of the Code, a local preference is provided as follows:

1. Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one (1) year prior to bid or proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year. The County Manager, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code.

2. Request for proposals, qualifications or other submittals and competitive negotiation and selection. If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked Proposer, and the ranking of a local Proposer is within 5% of the ranking obtained by the non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of the Code.

3. If a tie occurs between two (2) or more local businesses, then contract award on the basis of best and final bids, or the opportunity to proceed to negotiations, shall be made to such local business having the greatest number of its employees that are Miami-Dade County residents.

4. The application of local preference to a particular purchase or contract

for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners. The application of local preference to a particular purchase or contract for which the County Manager is the awarding authority may be waived upon written recommendation of the Director of Procurement Management or successor and approval of the County Manager.

5. The preferences established herein in no way prohibit the right of the Board of County Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the County Commission from giving any other preference permitted by law instead of the preferences granted herein.

6. In the event Broward County, Palm Beach County or Monroe County extend preferences to local businesses, Miami-Dade County may enter into an interlocal agreement with such county wherein the preferences of this section may be extended and made available to vendors that have a valid occupational license issued by Broward County, Palm Beach County or Monroe County to do business in that county that authorizes the vendor to provide the goods, services or construction to be purchased, and a physical business address located within the limits of that county. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Broward County, Palm Beach County or Monroe County, whichever is applicable, in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to that county's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded Broward County, Palm Beach County or Monroe County firms exceed the amount of preference that such county extends to Miami-Dade County firms competing for its contracts. **Note: An interlocal agreement has been entered into with Broward County.**

7. The Proposer shall complete, sign and submit the attached form, Appendix F, "Local Business Preference" with the Proposal, in order to be considered for local preference.

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4.7 NEGOTIATIONS

If negotiations are recommended by the Evaluation/Selection Committee, or are required as a result of the application of local preference (see RFP Section 4.6), upon appointment and authorization by the County Manager, the Negotiation Committee will proceed to negotiate with the recommended Proposer(s) by Zone. The County may award the attached Agreement on the basis of initial offers received, without discussion or negotiation. Therefore, each initial offer shall contain the Proposer's best terms from a monetary and technical standpoint.

If the County and the selected Proposer(s) cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next ranked responsive/responsible Proposer. This process may continue until an Agreement is executed, or the County may reject all Proposals and re-advertise. The Proposer shall not have any legal rights or otherwise against the County arising from such negotiations or termination thereof.

The above procedure shall be followed for each Zone for which negotiations are authorized.

4.8 CONTRACT AWARD

The Contract Award, if any, shall be made by Zone, and to the Proposer whose Proposal shall be deemed by the Board to be in the best interest of the County. The Board's decision of whether to make the award and which Proposal is in the best interest of the County shall be final.

The Contract, if awarded, shall not be construed to create any exclusive rights with respect to any janitorial, maintenance or other services for MDAD. The County may, in its sole discretion, award any additional work, whether in the existing work areas or in any addition to the existing work areas, or any additional area, to any third party, or such work may be performed by County employees. Contractor shall be expected to cooperate with any or all other Contractors who may be performing work in the area.

Prior to the filing of the County Manager award recommendation with the Clerk of the Board, the Proposer must execute the Agreement within five (5) business days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide evidence of the required insurance within the time specified in the Agreement.

All Proposers must furnish proof of acceptable insurance. A statement from the Proposer's insurance company verifying the firm's ability to obtain insurance coverage as stated herein, shall be submitted with the Proposal.

4.9 FAILURE TO COMPLETE CONTRACT AWARD REQUIREMENTS

Failure to furnish the required evidence of insurance or to execute the required documents, as referenced in Section 4.8 "Contract Award," may constitute a repudiation of the Proposer's submittal, and may result in the annulment of the award and result in forfeiture of any deposits and bonds provided pursuant to this RFP. The award may then be made to the next ranked responsive/responsible Proposer, or all remaining Proposers may be rejected and the RFP re-advertised.

4.10 RIGHTS OF PROTEST

A recommendation for contract award or rejection of award may be protested by a bidder or proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, and as established in A.O. No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

Award Amount	Filing Fee
$ 25,001 - $100,000	$ 500
$100,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
over $5 million	$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for protest unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two (2) working days (not less than forty-eight (48) hours) prior to the hour of bid opening or proposals submission.

A protest hereunder may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in bid, request for proposals or request for qualifications specifications which have been approved by the Commission.

Award Recommendations Over $100,000

Notice of Award recommendations for contracts and purchases involving the expenditure of over $100,000 will be in writing, signed by the issuing department to each competing bidder or proposer announcing the

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proposed award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. The bidder or proposer must file a written intent to protest with the Clerk of the Board and shall mail it to all participants in the competitive process and to the County Attorney's Office within three (3) working days of the filing of the Manager's recommendation with the Clerk. Within three (3) working days after the filing of a written intent to protest, the protester shall then file with the Clerk of the Board all pertinent documents, stating with particularity the specific facts and grounds on which the protest is based and shall include supporting evidence, as well as the corresponding filing fee, and shall mail copies to all participants in the competitive process and to the Office of the County Attorney. Other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall not be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to an extension request). Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

QUESTIONNAIRE FORM

(To be filled out by Proposer)

ALL INFORMATION REQUESTED ON THIS FORM MUST BE FURNISHED AND SUBMITTED BY PROPOSER. STATEMENTS MUST BE COMPLETE, ACCURATE, AND IN THE FORM REQUESTED. IT IS THE SOLE RESPONSIBILITY OF EACH PROPOSER TO VERIFY THAT ALL THE DOCUMENTS AND INFORMATION REQUESTED IN THIS RFP ARE FULLY COMPLETED, SIGNED AND NOTARIZED AS REQUIRED. A SUBMITTED QUESTIONNAIRE FORM THAT DOES NOT INCLUDE THIS INFORMATION MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED FOR AWARD OF THE AGREEMENT. OMISSION, INACCURACY OR MISSTATEMENT MAY BE CAUSE FOR REJECTION. THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF THE PROPOSER SUBMITTING THE PROPOSAL.

1) Name and address of Proposer:

_____

_____

_____

2) Official contact or representative of Proposer:

Name _____

Title _____

Address _____

Phone # _____ Fax # _____

Email address_____

3) Proposer, if selected, intends to carry on the business as:
( ) Individual ( ) Partnership ( ) Joint Venture

( ) Corporation ( ) Other ( ) If "Other" attach explanation.

( ) If "Corporation", is Proposer a subsidiary? Yes ____ No ____

If yes, Name and Address of parent corporation

_____

QUESTIONNAIRE FORM

(To be filled out by Proposer)

Name: _____

Address: _____

Stock: _____

Vice President:
Name: _____

Address: _____

Stock: _____

Secretary:
Name: _____

Address: _____

Stock: _____

Treasurer:
Name: _____

Address: _____

Stock: _____

e. Name, address and shares of stock held by each Member of the Board of Directors:

Chairman:

Name: _____

Address: _____

Share: _____

QUESTIONNAIRE FORM

(To be filled out by Proposer)

Member

Name: _____

Address: _____

Share: _____

Member

Name: _____

Address: _____

Share: _____

Member

Name: _____

Address: _____

Share: _____

[Attach additional sheets as necessary]

Attach a list of the names, addresses and shares of stock held by other principal Stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of the outstanding stock of the corporation).

Total capitalization $ _____.
Amount of capital stock subscribed $ _____.
Amount paid in $ _____.

f. Attach copy of Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S.

QUESTIONNAIRE FORM

(To be filled out by Proposer)

6) **If Joint Venture**, complete the following:

a. The Joint Venture Proposer, _____

Consists of the following entities:

(i) _____, a _____corporation,
(Corporate Name) (State of Incorporation)

authorized to do business in the State of Florida. The officers of the joint venture are:

President: _____

Vice President:_____

Secretary: _____

Treasurer: _____

(ii) _____, a _____ corporation,
(Corporate Name) (State of Incorporation)

authorized to do business in the State of Florida. The officers of the joint venture are:

President: _____

Vice President:_____

Secretary: _____

Treasurer: _____

QUESTIONNAIRE FORM

(To be filled out by Proposer)

b. The Managing or General Partner of the Joint Venture, or other appropriate person legally authorized to bind the Joint Venture is:

_____, who is the _____
(Name) (Title)

_____, of _____
(Name of joint venture)

The Joint Venture, of whatever composition, must attach a copy of the Joint Venture Agreement.

Each corporate member of the Joint Venture must attach a copy of Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S.

7) The Proposer represents that it **(is/is not)** owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority (more than fifty percent (50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Proposer, such other company is considered the parent of the Proposer. This control may be exercised through the use of dominant minority voting rights, use or proxy voting, contractual arrangements or otherwise.

8) The Proposer understands that the information contained in its Proposal is to be relied upon by the County in its consideration for awarding the Agreement and such information is expressly warranted by the Proposer to be true and correct. The undersigned Proposer agrees to furnish corroborating and confirming information, prior to award of the Agreement, as may be requested by the County under the solicitation.

9) Please state whether the Proposer, any Principal of Proposer, any family member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten(10) years (i) directly or indirectly a business relationship with the Miami-Dade County (including Airport), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Airport) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property

QUESTIONNAIRE FORM

(To be filled out by Proposer)

or pursuant to any contract with the County. **Please describe any such relationship.**

10) Please state whether Proposer, any Principal of Proposer or any of their family members has or had within the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate, or with any County employee or any affiliate, and fully describe such business relationship.

11) Refer to Sub-section 2.3 of the RFP, "Proposal Format" for additional submittal requirements.

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QUESTIONNAIRE FORM

(To be filled out by Proposer)

SIGNATURE PAGE FOR PARTNERSHIP AND CORPORATION

The Proposer represents and warrants this information to be true and accurate to the best of the Proposer's knowledge and the Proposer intends that Miami-Dade County rely thereon in the award of the Agreement for which this information is submitted.

Proposer (If Corporation):

_____
Name of Corporation

By: _____ Attest: _____
President Secretary

_____ _____
(Print Name) (Print Name)

(CORPORATE SEAL)

Proposer (If Partnership)

_____
Name of Partnership

Partner	Partner
By:	By:
Name:_____	Name: _____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Witness	Witness

QUESTIONNAIRE FORM

(To be filled out by Proposer)

SIGNATURE PAGE FOR JOINT VENTURE

The Proposer represents and warrants this information to be true and accurate to the best of the Proposer's knowledge and the Proposer intends that Miami-Dade County rely thereon in the award of the Agreement for which this information is submitted.

The Managing or General Partner of the Partnership or Joint Venture, or other appropriate person legally authorized to bind the Joint Venture is

_____, who is the _____ of
(Name) (Title)

_____
(Name of Entity)

The Officers or the Corporate Members of the Joint Venture are:

(a)	President: _____	(b)	President: _____
	Vice-Pres: _____		Vice-Pres: _____
	Secretary: _____		Secretary: _____
	Treasurer: _____		Treasurer: _____

The Principals or the Partnership Members of the Joint Venture are:

(a)	_____ (Name)	(b)	_____ (Name)
	_____ (Title)		_____ (Title)

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

Name of Proposer: _____

Zone of Interest: _____

ALL INFORMATION REQUESTED ON THIS FORM MUST BE FURNISHED AND SUBMITTED BY PROPOSER. STATEMENTS MUST BE COMPLETE, ACCURATE, IN THE FORM REQUESTED. IT IS THE SOLE RESPONSIBILITY OF EACH PROPOSER TO COMPLETE THE ATTACHED FORMS AND PROVIDE DOCUMENTATION THAT YOUR FIRM MEETS THE MINIMUM QUALIFICATION REQUIREMENTS AS PROVIDED IN SECTION 1.3 OF THE RFP. ALSO, IT IS THE PROPOSER'S RESPONSIBILITY TO VERIFY THAT ALL THE DOCUMENTS AND INFORMATION REQUESTED IN THE RFP ARE FULLY COMPLETED, SIGNED AND NOTARIZED AS REQUIRED. A MINIMUM QUALIFICATIONS FORM SUBMITTED WHICH DOES NOT INCLUDE THIS INFORMATION MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED FOR AWARD OF THE AGREEMENT. OMISSION, INACCURACY OR MISSTATEMENT MAY BE CAUSE FOR REJECTION. THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF THE PROPOSER SUBMITTING THE PROPOSAL. THE PROPOSER SHOULD ONLY PROVIDE THE INFORMATION FOR THE ZONE BEING PROPOSED IN THE BOXES BELOW.

MINIMUM QUALIFICATIONS PER ZONE ARE AS FOLLOWS:

ZONE 1: Five (5) years of continuous janitorial experience cleaning one or more 24-hour facilities totaling at least 4 million square feet, 7 days a week, including holidays, and serviced by not less than 250 Full-time Equivalents (FTE) in one or more facilities, working multiple shifts.

ZONE 2: Three (3) years of continuous experience cleaning a facility with at least 250,000 square feet and serviced by not less than 40 full-time equivalents (FTE) in one or more facilities, working multiple shifts.

ZONE 3: Three (3) years of continuous experience cleaning a facility with at least 250,000 square feet of and serviced by not less than 40 full-time equivalents (FTE) in one or more facilities, working multiple shifts.

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

ZONE 1

NAME OF PREVIOUS CLIENT	DURATION OF CONTRACT?	WAS THIS A TWENTY-FOUR (24) HOUR OPERATION? (yes/no)	WAS THE FACILITY AT LEAST 4 MILLION SQUARE FEET IN SIZE? If so, provide square footage.	WAS THE OPERATION 7 DAYS A WEEK INCLUDING HOLIDAYS? (yes/no)	WERE THERE AT LESS 250 FULL TIME EQUIVALENTS (FTE) IN ONE OR MORE FACILITIES WORKING MULIPLE SHIFTS? If so, provide number of FTE's and number of facilities. (Response can be provided on a separate sheet of paper)

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

ZONE 2

NAME OF PREVIOUS CLIENT	DURATION OF CONTRACT?	WAS THE FACILITY AT LEAST 250,000 SQUARE FEET IN SIZE? If so, provide square footage	WERE THERE AT LESS 40 FULL TIME EQUIVALENTS (FTE) IN ONE OR MORE FACILITIES WORKING MULIPLE SHIFTS? If so, provide number of FTE's and number of facilities. (Response can be provided on a separate sheet of paper)

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APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

ZONE 3

NAME OF PREVIOUS CLIENT	DURATION OF CONTRACT?	WAS THE FACILITY AT LEAST 250,000 SQUARE FEET IN SIZE? If so, provide square footage	WERE THERE AT LESS 40 FULL TIME EQUIVALENTS (FTE) IN ONE OR MORE FACILITIES WORKING MULIPLE SHIFTS? If so, provide number of FTE's and number of facilities. (Response can be provided on a separate sheet of paper)

SIGNATURE PAGE FOR PARTNERSHIP AND CORPORATION

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

The Proposer represents and warrants that this information to be true and accurate to the best of the Proposer's knowledge and the Proposer intends that Miami-Dade County rely thereon in the award of the Agreement for which this information is submitted.

Proposer (If Corporation):

_____
Name of Corporation

By: _____ Attest: _____
President Secretary

_____ _____
(Print Name) (Print Name)

(CORPORATE SEAL)

Proposer (If Partnership)

_____
Name of Partnership

Partner Partner

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

By:
Name:_____
Print Name

_____

Signature

_____
Witness

By:
Name: _____
Print Name

_____

Signature

_____
Witness

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SIGNATURE PAGE FOR JOINT VENTURE

The Proposer represents and warrants that this information to be true and accurate to the best of the Proposer's knowledge and the Proposer intends that Miami-Dade County rely thereon in the award of the Agreement for which this information is submitted.

The Managing or the General Partner of the Partnership or Joint Venture, or other appropriate person legally authorized to bind the Joint Venture is

_____, who is the _____ of _____ (Name)
(Title)

_____
(Name of Entity)

APPENDIX A-1

MINIMUM QUALIFICATIONS FORM

JANITORIAL SERVICES
RFP. NO. MDAD-09-06

(To be filled out by Proposer for each Zone of interest)

The Officers of the Corporate Members of the Joint Venture are:

(a) President: _____ (b) President: _____

Vice-Pres: _____ Vice-Pres: _____

Secretary: _____ Secretary: _____

Treasurer: _____ Treasurer: _____

The Principals of the Partnership Members or the Joint Venture are:

(a) _____ (b) _____

(Name) (Name)

_____ _____

(Title) (Title)

Appendix B

Price Proposal Schedule

ZONE 1
OFFICIAL PRICE FORM – PRICE PROPOSAL SCHEDULE

The Undersigned, hereinafter called "Proposer," having reviewed all documentation and having become familiar with the local conditions, nature and extent of the work, and having examined the documents carefully, herein, proposes to furnish all labor, materials and supplies, equipment and other items and services for

JANITORIAL SERVICES FOR
MIAMI-DADE AVIATION DEPARMENT

The Proposer's price shall be submitted in the manner required on this form. There will be no exceptions allowed to this requirement. Proposers who do not submit pricing as required will be deemed non-responsive.

A Proposer must submit a Price Proposal Schedule for each Zone for which it is submitting a Proposal.

Price Proposal Schedule – Zone 1

I. LABOR AND WAGES PORTION – ZONE 1

Having carefully reviewed the RFP documents, including all addenda, the Agreement, Exhibit A, Exhibit B, parts 1 and 2, we hereby offer the following price as called for in the RFP:

Line Item	Position	Estimated Man Hours Per Week	* Wage/Hour	Weekly Cost ($)
R-1	General Manager	40	$	$
R-2	Operations Manager	40	$	$
R-3	Day Shift Manager	80	$	$
R-4	Afternoon Shift Manager	80	$	$
R-5	Night Shift Manager	80	$	$
R-6	Day Shift Supervisors	280	$	$
R-7	Afternoon Shift Supervisor	280	$	$
R-8	Night Shift Supervisor	280	$	$
R-9	Day Shift Custodian	5,139	$	$
R-10	Day Shift Custodian II	1,327	$	$
R-11	Afternoon Shift Custodian	5,871	$	$
R-12	Afternoon Shift Custodian II	826	$	$
R-13	Night Shift Custodian	4,371	$	$
R-14	Night Shift Custodian II	2,962	$	$
R-15	Maintenance Worker	120	$	$
R-16	Warehouse Clerk	40	$	$
R-17	Administrative Assistant	40	$	$
R-18**	Department Assigned Hours	120		
R-19	**TOTAL**	21,976		$

***Note:** The Contractor shall agree to pay, at a minimum, to all its employees providing Covered Services, the Living Wage required by Section 2-8.9 of the Code of Miami-Dade County, as amended. For the purpose of this RFP, the Proposer shall propose as a minimum an hourly rate of $10.69 (living wage including health benefits). Covered hourly positions are lines R-9 through R-18.

**R-18 is a non-bid line item.

II. OTHER COSTS PORTION – ZONE 1

LINE ITEM	DESCRIPTION			WEEKLY COST ($)
	PAYROLL TAXES AND INSURANCE (PT&I) PERCENTAGES			
	PT&I ITEM	DESCRIPTION	PERCENT OF PAYROLL (%)	
	A.	Federal Social Security Taxes	%	
	B.	Workers Compensation Insurance	%	
	C.	State and Federal Unemployment Compensation	%	
	D.	General Liability Insurance	%	
	E.	Sum of Items A through D	%	
R-20	TOTAL WEEKLY PAYROLL TAXES AND INSURANCE (R-19$ x (E/100)			$

LINE ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	WEEKLY PRICE ($)
R-21	WEEKLY CLEANING MATERIALS AND SUPPLIES	$ _____ PER SQUARE FOOT	6, 127,901 SF	$
NOTE: Line Item R-21 is for cleaning materials and supplies. This line Item will be paid per square foot shown above.				
R-22	CONTRACTOR WEEKLY OVERHEAD AND PROFIT	$ _____ PER SQUARE FOOT	6, 127,901 SF	$
NOTE: Line Item R-22 includes all miscellaneous costs such as bonds, bookkeeping, uniforms, personnel recruiting, vehicle, cellular phones, communication devices and service, paging and/or answering service, etc. and any other costs. This item will be paid per square foot shown above.				
R-23	WEEKLY CLEANING EQUIPMENT COST			$
NOTE: Line Item R-23 includes maintenance, parts, repairs and replacement required. See Exhibit B, Part 2 of the Technical Specifications for minimum required equipment, quantities and replacement requirements.				

LINE ITEM	DESCRIPTION	PRICE ($)
R-24	TOTAL WEEKLY CHARGE FOR PRICE PROPOSAL SCHEDULE (Sum R-19 through R-23) Note: The sum of R-24 x 52 weeks will equal the annual unit price costs	$
NOTE: R-24 is inclusive of all costs in the Price Proposal Schedule. The price per square foot will be used to adjust the Price Proposal Schedule in the event that facilities are added or deleted from this Agreement.		

LINE ITEM	DESCRIPTION	PRICE ($)
R-25	EQUIPMENT START-UP COSTS	$
NOTE: R-25 is a one-time initial start-up cost for all capital equipment (over $500 per item) required to perform all work under this Agreement; see Technical Specifications, Exhibit B, Part 2 "Equipment List."		

PRICE PROPOSED FOR THE FIRST YEAR $_____
(in numerals) (Sum of R-24 + R-25)

PRICE PROPOSED FOR THE FIRST YEAR_____

_____ (in writing)
(Sum of R-24 + R-25)

The County shall have the right to correct mathematical errors. In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal Schedule based on the figures.

Signed By: _____

Title: _____

In witness whereof, the Proposer has hereunto set its signature and affixed its seal the ____ day of _____, 2008.

_____ (SEAL)

By: _____
(Printed)

By: _____
(Signature)

Title: _____

_____
Company Name

_____
Mailing Address

_____
City, State, Zip

_____
Telephone Number

_____
Facsimile Number

_____
Contact Person

_____
Federal ID Number

ZONE 2

OFFICIAL PRICE FORM – PRICE PROPOSAL SCHEDULE

The Undersigned, hereinafter called "Proposer," having reviewed all documentation and having become familiar with the local conditions, nature and extent of the work, and having examined the documents carefully, herein, proposes to furnish all labor, materials and supplies, equipment and other items and services for

JANITORIAL SERVICES FOR
MIAMI-DADE AVIATION DEPARMENT

The Proposer's price shall be submitted in the manner required on this form. There will be no exceptions allowed to this requirement. Proposers who do not submit pricing as required will be deemed non-responsive.

A Proposer must submit a Price Proposal Schedule for each Zone for which it is submitting a Proposal.

Price Proposal Schedule – Zone 2

I. LABOR AND WAGES PORTION – ZONE 2

Having carefully reviewed the RFP documents, including all addenda , the Agreement, Exhibit A, Exhibit B, parts 1 and 2, we hereby offer the following price as called for in the RFP:

Line Item	Position	Estimated Man Hours Per Week	* Wage/Hour	Weekly Cost ($)
R-1	General Manager	40	$	$
R-2	Shift Managers	120	$	$
R-3	Day Shift Supervisors	96	$	$
R-4	Afternoon Shift Supervisors	96	$	$
R-5	Night Shift Supervisors	56	$	$
R-6	Day Shift Custodian	344	$	$
R-7	Day Shift Custodian II	272	$	$
R-8	Afternoon Shift Custodian	112	$	$
R-9	Afternoon Shift Custodian II	288	$	$
R-10	Night Shift Custodian	244	$	$
R-11	Night Shift Custodian II	280	$	$
R-12	Maintenance Worker	120	$	$
R-13	Warehouse Clerk	40	$	$
R-14	Administrative Assistant	40	$	$
R-15**	Department Assigned Hours	80		
R-16	**TOTAL**	2,228		$

***Note:** The Contractor shall agree to pay, at a minimum, to all its employees providing Covered Services, the Living Wage required by Section 2-8.9 of the Code of Miami-Dade County, as amended. For the purpose of this RFP, the Proposer shall propose as a minimum an hourly rate of $10.69 (living wage including health benefits). Covered hourly positions are lines R-6 through R-15.

**R-15 is a non-bid line item.

II. OTHER COSTS PORTION – ZONE 2

LINE ITEM	DESCRIPTION			WEEKLY COST ($)
	PAYROLL TAXES AND INSURANCE (PT&I) PERCENTAGES			
	PT&I ITEM	DESCRIPTION	PERCENT OF PAYROLL (%)	
	A.	Federal Social Security Taxes	%	
	B.	Workers Compensation Insurance	%	
	C.	State and Federal Unemployment Compensation	%	
	D.	General Liability Insurance	%	
	E.	Sum of Items A through D	%	
R-17	TOTAL WEEKLY PAYROLL TAXES AND INSURANCE (R-16$ x (E/100)			$

LINE ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	WEEKLY PRICE ($)
R-18	WEEKLY CLEANING MATERIALS AND SUPPLIES	$ _____ PER SQUARE FOOT	203,456 S.F.	$
R-19	WEEKLY CLEANING MATERIALS AND SUPPLIES	$ _____ PER SQUARE FOOT	7,213,580 S.F.	$
NOTE: Line Item R-18 is for cleaning materials and supplies for all interior common areas and rentable space. Line Item R-19 is for cleaning materials and supplies for vehicular drives, parking garages, parking areas and ramps. These line Items will be paid per square foot price shown above.				
R-20	CONTRACTOR WEEKLY OVERHEAD AND PROFIT	$ _____ PER SQUARE FOOT	7,417,036 S.F.	$
NOTE: Line Item R-20 includes all miscellaneous costs such as bonds, bookkeeping, uniforms, personnel recruiting, vehicle, cellular phones, communication devices and service, paging and/or answering service, etc. and any other costs. This item will be paid per square foot shown above.				
R-21	WEEKLY CLEANING EQUIPMENT COST			$
NOTE: Line Item R-21 includes maintenance, parts, repairs and replacement required. See Exhibit B, Part 2 of the Technical Specifications for minimum required equipment, quantities and replacement requirements.				

LINE ITEM	DESCRIPTION	PRICE ($)
R-22	TOTAL WEEKLY CHARGE FOR PRICE PROPOSAL SCHEDULE (Sum R-16 through R-21) Note: The sum of R-22 x 52 weeks will equal the annual unit price costs	$
NOTE: R-22 is inclusive of all costs in the Price Proposal Schedule. The price per square foot will be used to adjust the Price Proposal Schedule in the event that facilities are added or deleted from this Agreement.		

LINE ITEM	DESCRIPTION	PRICE ($)
R-23	EQUIPMENT START-UP COST	$
NOTE: R-23 is a one-time initial start-up cost for all capital equipment (over $500 per item) required to perform all work under this Agreement; see Technical Specifications, Exhibit B, Part 2 "Equipment List."		

PRICE PROPOSED FOR THE FIRST YEAR $_____
(in numerals) (Sum of R-22 + R-23)

PRICE PROPOSED FOR THE FIRST YEAR_____
_____ (in writing)
(Sum of R-22 + R-23)

The County shall have the right to correct obvious mathematical errors. In case of conflict between words and figures, the words will govern; provided, however that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal Schedule based on the figures.

Signed By: _____

Title: _____

In witness whereof, the Proposer has hereunto set its signature and affixed its seal the ____ day of _____, 2008.

_____ (SEAL) By: _____
(Printed)

By: _____
(Signature)

Title: _____

_____
Company Name

_____
Mailing Address

_____
City, State, Zip

_____
Telephone Number

_____
Facsimile Number

_____
Contact Person

_____
Federal ID Number

ZONE 3
OFFICIAL PRICE FORM – PRICE PROPOSAL SCHEDULE

The Undersigned, hereinafter called "Proposer," having reviewed all documentation and having become familiar with the local conditions, nature and extent of the work, and having examined the documents carefully, herein, proposes to furnish all labor, materials and supplies, equipment and other items and services for

JANITORIAL SERVICES FOR
MIAMI-DADE AVIATION DEPARMENT

The Proposer's price shall be submitted in the manner required on this form. There will be no exceptions allowed to this requirement. Proposers who do not submit pricing as required will be deemed non-responsive.

A Proposer must submit a Price Proposal Schedule for each Zone for which it is submitting a Proposal.

Price Proposal Schedule – Zone 3

I. LABOR AND WAGES PORTION – ZONE 3

Having carefully reviewed the RFP documents, including all addenda , the Agreement, Exhibit A, Exhibit B, parts 1 and 2, we hereby offer the following price as called for in the RFP:

Line Item	Position	Estimated Man Hours Per Week	* Wage/Hour	Weekly Cost ($)
R-1	General Manager	40	$	$
R-2	Shift Managers	120	$	$
R-3	Day Shift Supervisors	96	$	$
R-4	Afternoon Shift Supervisors	96	$	$
R-5	Night Shift Supervisors	56	$	$
R-6	Day Shift Custodian	344	$	$
R-7	Day Shift Custodian II	272	$	$
R-8	Afternoon Shift Custodian	112	$	$
R-9	Afternoon Shift Custodian II	288	$	$
R-10	Night Shift Custodian	244	$	$
R-11	Night Shift Custodian II	280	$	$
R-12	Maintenance Worker	120	$	$
R-13	Warehouse Clerk	40	$	$
R-14	Administrative Assistant	40	$	$
R-15**	Department Assigned Hours	80		
R-16	**TOTAL**	2,228		$

***Note:** The Contractor shall agree to pay, at a minimum, to all its employees providing Covered Services, the Living Wage required by Section 2-8.9 of the Code of Miami-Dade County, as amended. For the purpose of this RFP, the Proposer shall propose as a minimum an hourly rate of $10.69 (living wage including health benefits) Cover hourly positions are lines R-6 through R-14.

**R-15 is a non-bid line item.

II. OTHER COSTS PORTION – ZONE 3

LINE ITEM	DESCRIPTION			WEEKLY COST ($)
	PAYROLL TAXES AND INSURANCE (PT&I) PERCENTAGES			
	PT&I ITEM	DESCRIPTION	PERCENT OF PAYROLL (%)	
	A.	Federal Social Security Taxes	%	
	B.	Workers Compensation Insurance	%	
	C.	State and Federal Unemployment Compensation	%	
	D.	General Liability Insurance	%	
	E.	Sum of Items A through D	%	
R-17	TOTAL WEEKLY PAYROLL TAXES AND INSURANCE (R-16$ x (E/100))			$

LINE ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	WEEKLY PRICE ($)
R-18	WEEKLY CLEANING MATERIALS AND SUPPLIES	$ _____ PER SQUARE FOOT	2,936,789 S.F.	$
NOTE: Line Item R-18 is for cleaning materials and supplies. This line Item will be paid per square foot price shown above.				
R-19	CONTRACTOR WEEKLY OVERHEAD AND PROFIT	$ _____ PER SQUARE FOOT	2,936,789 S.F.	$
NOTE: Line Item R-19 includes all miscellaneous costs such as bonds, bookkeeping, uniforms, personnel recruiting, vehicle, cellular phones, communication devices and service, paging and/or answering service, etc. and any other costs. This item will be paid per square foot shown above.				
R-20	WEEKLY CLEANING EQUIPMENT COST			$
NOTE: Line Item R-20 includes maintenance, parts, repairs and replacement required. See Exhibit B, Part 2 of the Technical Specifications for minimum required equipment, quantities and replacement requirements.				

LINE ITEM	DESCRIPTION	PRICE ($)
R-21	TOTAL WEEKLY CHARGE FOR PRICE PROPOSAL SCHEDULE (Sum R-16 through R-20) Note: The sum of R-21 x 52 weeks will equal the annual unit price costs	$
R-22	ANNUAL PRICE PER SQUARE FOOT (R-21 x 52) ÷ _____	$
NOTE: R-22 is inclusive of all costs in the Price Proposal Schedule. The price per square foot will be used to adjust the Price Proposal Schedule in the event that facilities are added or deleted from this Agreement.		

LINE ITEM	DESCRIPTION	PRICE ($)
R-23	EQUIPMENT START-UP COST	$
NOTE: R-23 is a one-time initial start-up cost for all capital equipment (over $500 per item) required to perform all work under this Agreement; see Technical Specifications, Exhibit B, Part 2 "Equipment List."		

NOTES:

PRICE PROPOSED FOR THE FIRST YEAR $_____
(in numerals) (Sum R-22 and R-23)

PRICE PROPOSED FOR THE FIRST YEAR_____

_____ (in writing)
(Sum R-22 and R-23)

The County shall have the right to correct obvious mathematical errors. In case of conflict between words and figures, the words will govern; provided, however that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal Schedule based on the figures.

Signed By: _____

Title: _____

In witness whereof, the Proposer has hereunto set its signature and affixed its seal the _____ day of _____, 2008.

_____ (SEAL) By: _____
(Printed)

By: _____
(Signature)

Title: _____

_____
Company Name

_____
Mailing Address

_____
City, State, Zip

_____
Telephone Number

_____
Facsimile Number

_____
Contact Person

_____
Federal ID Number

APPENDIX C

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: Janitorial Services

RFP NO. MDAD-09-06

Directions: Complete Part I or Part II, Whichever Applies

Part I: Listed below are the dates of issue for each addendum received in connection with this RFP:

Addendum # 1 Date _____, 200_____

Addendum # 2 Date _____, 200_____

Addendum # 3 Date _____, 200_____

Addendum # 4 Date _____, 200_____

Addendum # 5 Date _____, 200_____

Addendum # 6 Date _____, 200_____

Addendum # 7 Date _____, 200_____

Addendum # 8 Date _____, 200_____

Addendum # 9 Date _____, 200_____

Part II _____ **No Addendum was received in connection with this RFP**

_____ **Date**

Proposer (Name) _____

Proposer (Signature) _____

APPENDIX D
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1)ProjectTitle:_____Project No.:_____
(2) Department: _____
(3) Firm/Proposer's Name: _____
Address: _____Zip: _____
Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least **two (2) days prior to the oral presentation**. Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____
Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
by _____, a _____, who is
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER _____

COUNTY OF _____

STATE OF _____

Before me the undersigned authority appeared _____(Print Name),

who is personally known to me or who has provided as identification and who

(did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

_____
(Name of Entity)

_____
(Address of Entity)

____/___-___/___/___/___/___/___/
Federal Employment Identification Number

hereinafter referred to as the Entity being its

_____
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

_____Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

_____ The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

_____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

_____

_____

_____

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation.

_____

_____

_____

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

_____

_____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

_____

_____

_____

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

_____

_____

_____

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

_____

_____

_____

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

_____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (cont'd)

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☐ No

2. Does your firm provide paid health care benefits for its employees?

☐ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____ Males	_____ Females
Asian:	_____ Males	_____ Females
Black:	_____ Males	_____ Females
Native American:	_____ Males	_____ Females
Hispanics:	_____ Males	_____ Females
Alaskan Natives:	_____ Males	_____ Females
_____:	_____ Males	_____ Females
_____:	_____ Males	_____ Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

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AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No._____ and the expiration date of _____.

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

_____
(Signature of Authorized Representative)

Title_____

Date_____

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this _____day of_____, 20__,

by _____,
(Authorized Representative)

of _____
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

_____ Notary Stamp or Seal:
(Signature of Notary)

_____
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION
CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- Single Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))

- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the
  Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER _____

COUNTY OF _____

STATE OF _____

Before me the undersigned authority appeared _____(Print Name), who is personally known to me or who has provided _____ as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

_____
(Name of Entity)

_____
(Address of Entity)

____/____-____/____/____/____/____/____/
Federal Employment Identification Number

hereinafter referred to as the Entity being its

_____
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

_____ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

_____ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

_____ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

_____ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORKPLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

_____ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

_____The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

_____The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

_____
(Signature of Authorized Representative)

Title_____

Date_____

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this _____ day of _____, 20__,

by _____,
(Authorized Representative)

of _____,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

_____
(Signature of Notary)

Notary Stamp or Seal:

_____
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: _____ Project No._____

Project Name: _____

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

_____ _____ _____ _____

Prime Entity/Respondent Signature Print Name Print Title Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

APPENDIX F
LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid occupational license, issued by Miami-Dade County or Broward County at least one year prior to proposal submission due date to do business within Miami-Dade County or Broward County that authorizes the business to provide the goods, services or construction to be purchased.

   Proposer shall attach hereto a copy of said occupational license(s). (Note: Current and past year licenses shall be submitted as proof that Proposer has had the license at least one year prior to the proposal submission due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County or Broward County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County or Broward County physical business address _____
   and shall submit proof of occupancy for this address. If Proposer is leasing space from another company, a copy of the lease or an affidavit from the lessor must be submitted.

3. Proposer contributes to the economic development and well-being of Miami-Dade County or Broward County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission due date:

   Check box, if applicable:

   a. ☐ Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County or Broward County, or at least 25% of its employees that live in Miami-Dade County or Broward County. **Proposer shall provide Internal Revenue Service Forms 941 for a one year period or other supporting documentation.**

   b. ☐ Proposer contributes to Miami-Dade County's or Broward County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County or Broward County. **Proposer shall provide real property tax receipts or tangible personal property tax returns.**

   c. ☐ Proposer contributes to the economic development and well-being of Miami-Dade County or Broward County by some other verifiable and measurable contribution by_____
   _____
   _____
   _____
   _____

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Proposer shall check the box if applicable. If checking item "c" above, Proposer shall provide a written statement defining how Proposer meets that criteria and provide supporting documentation.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

In addition, to the above, the Proposer shall also list the total number of employees that are Miami-Dade County and Broward County residents. The number of employees submitted is to be accurate as of the proposal submission due date.

_____employees

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1) (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Name of Firm: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip Code:_____

Telephone: (____)_____ Fax: (____)_____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)
by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)

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APPENDIX G

REQUEST FOR PROPOSAL

JANITORIAL SERVICE

PROPOSAL BOND GUARANTY

State of _____, **County of** _____

We, _____ **as Principal**

and _____ **as Surety**, are held and firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the **Penal sum of** _____ **Dollars** ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Principal has submitted the attached Proposal, dated _____,20__, for **a Janitorial Services, RFP No. MDAD– 09– 06**. The Principal shall at time of Proposal opening furnish all documents and information required by the RFP Documents, and shall within the time stipulated in the Instructions to Proposers execute and deliver to the County, the Contract, the Performance Bond and satisfactory evidence of all required Insurance. The Principal shall give a Performance Bond with good and sufficient surety, as required by the RFP Documents, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the event of withdrawal of said Proposal within the period specified, or in the event of the failure to comply with the RFP Documents, or in the event of failure to enter into such Contract and give such Bond and evidence of insurance within the time specified, if the Principal shall pay the County the difference between the amounts specified in said Proposal and the amount for which the County may procure the required services and supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have caused this Proposal Bond to be executed by their appropriate officials as of the_____ day of _____, 200__.

WITNESSES

_____

_____

PRINCIPAL (If Corporation)

_____
(Corporate Name)

_____
President

Print Name: _____

Attest: _____
Secretary

(CORPORATE SEAL)

PRINCIPAL (If Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:

_____
Name of Joint Venture

By: _____
President

Print Name: _____

Attest: _____
Secretary

(CORPORATE SEAL

(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:

_____
Name of Joint Venture

By: _____
President

Print Name _____

Attest: _____
Secretary

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

_____
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

APPENDIX H

LOBBYING RULES

1.1 Purpose and Scope of Lobbying Rules

a) The following rules delineate the responsibilities of lobbyists and County personnel lin implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics ordinance.

1.2 Definition of "Lobbyist"

a) A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage the passage, defeat or modification of

1) any ordinance, resolution, action or decision of the County Commission;

2) any action, decision, or recommendation of the County Manager or any County board or committee; or

3) any action, decision, or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

1.3 Exclusions

a) Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

b) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

c) A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

d) A representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community based organization is a not-for-profit association or

corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes

e) Employees of a principal whose normal scope of employment does not include lobbying activities.

1.4 Examples of Lobbying Activities

a) Lobbying activities include but are not limited to:

1) Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.).

2) Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County Commissioners, the County Manager and his or her designee or a County board or committee.

3) Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee.

4) Meetings or communication with elected officials or staff regarding policy matters that may forseeably before the Board of County Commissioners, the County Manager or any County board or committee.

1.5 Examples of Activities Not Constituting Lobbying

a) Activities that do not constitute lobbying include but are not limited to the following:

1) Requests for information about procedures, forms, budgets or other requirements on behalf of another

2) Appearances at meetings or communications with staff or an elected official at the department or elected official are request or a description of materials or services available in response to a departmental request.

3) Advices or services communicated to a department or an elected official which arise out of an existing contractual obligation to the county or municipality.

4) Meetings or communication to provide staff or elected officials with general information regarding a firm's background or expertise.

1.6 General Registration Requirements

a) Every lobbyist must file an annual registration form with the Clerk at the time of initial registration and on or before January 15th of each year thereafter, along with an annual registration fee of four hundred and ninety dollars ($490.00).

b) Every lobbyist must file a registration form with the Clerk of the Board for each client within five days of being retained by a principal or before conducting any lobbying activities, whichever comes first.

c) The principal must also submit a principal authorization form prior to any lobbying. The principal must identify whether the lobbyist is retained for a particular matter or may lobby on any matter regarding the principal.

d) Every lobbyist must file a Notice of Withdrawal when the representation ends. The lobbyist must file an expenditure statement for the preceding year.

1.7 Selection Committee Registration Requirements

a) Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection n, technical review or similar committee shall list on an affidavit provided by the County, all individuals who may make a presentation. The affidavit shall be filed with the Clerk of Board at the time the response is submitted.

b) The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least 2 days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

c) All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.

1.8 Not for Profit Registration Requirements

a) A lobbyist for a not-for-profit organization (unless lobbying for a community-based organization seeking grant funds) must register and file the required expenditure form. Upon request, the Clerk of the Board may waive the applicable registration fees.

1.9 Expenditure Reports

a) All registered lobbyists must file an expenditure report with the Clerk of the Board by July 1st of each year. The date of filing is the date that the report is received by the Clerk's office.

b) A lobbyist must file a report for every principal and must list all expenditures in excess of twenty-five dollars ($25.00) for the preceding calendar year. The form must be filed even if the lobbyist did not make any expenditures during the prior year.

1.10 Expenditure Categories

a) The lobbyist must report expenditures in the following categories: communications, entertainment, food and beverages, lodging, media advertising, publications and other. The information covered in each category is:

1) "Communications" means dissemination of information, including but not limited to the following means: audio-visual materials, signs, placards, buttons, promotional materials, or other display materials; together with any associated production services. This category does not include media advertising, publications or research.

2) "Entertainment" means amusement or recreation including but not limited to sporting, hunting, fishing, theatrical, artistic, cultural and musical activities or events.

3) "Food and Beverages" means meals, snacks or edible substances or liquids for drinking including services associated therewith.

4) "Lodging" means sleeping or living accommodations for an individual for one or more nights.

5) "Media advertising" means newspaper and magazine advertising, radio and television advertising and outdoor advertising including production services and copyrighting services.

6) "Other" means any item or service which is not included in one of the specified categories; this category does not include any item or service which is not required by law to be reported.

7) "Publications" means mass-produced, printed materials including but not limited to magazines, newsletters, brochures or pamphlets, which expressly encourage to communicate with agency officials or employees or to influence an agency with respect to a decision of the agency in the area of policy or procurement or which are designed to communicate with agency officials or employees.

8) "Research" means obtaining information relating to a specific policy issue or procurement matter regardless of the form or medium in which such information is provided including, but not limited to, surveys, information services, periodicals and consultants or consultant services to gather data or statistics.

9) "Special Events" means large scale functions, including but not limited to receptions, banquets, dinners or fairs to which more than 250 persons are invited and for which the expenditures associated with hosting the function are negotiated with a catering service or facility at a single, set price or which include multiple expenditure categories.

10) "Travel" means transporting an individual from, one place to another, regardless of the means used.

b) Certain items such as communications, publications and research are office expenses if performed by the lobbyist or principal or their employees. If those functions are performed by independent contractors, other than the lobbyist or principal or an affiliate controlled by the principal, they are reportable under the appropriate expenditure category.

c) If an expense is incurred for a business purpose unrelated to lobbying and the product of that expense is later used for a lobbying purpose, the expenditure does not have to be reported.

1.11 <u>Penalties for Late Filing</u>

a) A late fee of fifty dollars per day per report will automatically be assessed for any report filed after the due date. All fines must be paid to the Clerk of the Board of County Commissioners.

b) The Clerk of the Board of County Commissioners will notify all lobbyists who have failed to file by July 15th of each year that they are not in compliance with the ordinance and of the current fines assessed against the lobbyist.

c) A lobbyist is automatically suspended and may not lobby any employee, elected official or before any County board (including the Board of County Commissioners) if the lobbyist has not filed an expenditure report by September 1rst of each year.

d) The Clerk of the Board of County Commissioners must provide the Ethics Commission with a report listing all lobbyists who have either failed to file disclosure reports or pay assessed fines by October 1rst of each calendar year. The Ethics Commission will provide the list to the Commission Advocate who may initiate complaint proceedings against any lobbyist for failure to file an expenditure report and/or pay assessed fines.

1.12 <u>Appeals</u>

a) Any lobbyist may appeal a fine and request a hearing before the Ethics Commission by filing an appeal with the Ethics Commission within fifteen days receipt of the Notice of Violation. Late fees will continue to accrue after an appeal unless the required forms are filed.

b) The lobbyist must mail or fax a letter to the Executive Director of the Ethics Commission stating the reasons for the appeal. The lobbyist must include in his or her notice of appeal any request for a hearing before the Ethics Commission. The lobbyist must attach any documentation or evidence for consideration by the Ethics Commission in making a determination on the appeal at the time the notice of appeal is filed.

c) The Ethics Commission may delegate determinations of appeals without a request for hearing to Commission staff. The staff may have the authority to waive fines in whole

or part for good cause shown. Any determinations by staff must be ratified by the Ethics Commission or a committee appointed by the Chair.

d) A hearing on an appeal under this ordinance may be heard by a committee appointed by the Chair or the Ethics Commission as a whole. The Ethics Commission may waive any fines, in whole or part, for good cause shown.

1.13 Contingency Fees

a) After May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.14 Departmental Responsibilities

a) All departments and agencies must maintain a visitor log for anyone seeking to do business with the department or agency or seeking administrative action from the department or agency. The log should include information regarding the name of the visitor, the staff person or persons visited and the purpose of the visit (i.e. name of matter or agenda item number).

b) All elected officials, board members and employees shall be diligent to ascertain whether persons appearing before them have registered as lobbyists. County personnel may check on a lobbyist's status through the Lobbyist Registration section of the Metronet or by calling the Clerk of the Board of County Commissioners. Elected officials, board members and employees may not knowingly permit a person who is not registered to lobby them regarding an issue.

1.15 Penalties for Lobbying Violations

a) The Ethics Commission may prohibit any lobbyist who commits a lobbying violation from lobbying before the Board of County Commissioners or any committee, board or personnel of the Miami-Dade County for a period of: 1) ninety days following determination of the first violation; 2) one year following determination of the second violation and 3) five years from determination of the third violation.

b) Any lobbyist who commits a lobbying violation is also subject to a two hundred and fifty-dollar fine for the first violation and a five hundred-dollar fine for the second violation.

c) The County Manager or the Board of County Commissioners may void any contract where a lobbying violation has occurred.

APPENDIX I

JANITORIAL SERVICES
RFP MDAD-09-06

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

THE CONTRACT MEASURE(S) APPLICABLE TO JANITORIAL SERVICES PROJECT:

ZONE 1: NO MEASURE
ZONE 2: SET ASIDE
ZONE 3: SET ASIDE

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160
March 2005
Set-aside

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

	SBE
Set-aside	
Subcontractor goals	%

DEPARTMENT OF BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

March 2005

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b. Utilization Report DBD 503

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.

2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:

   a. Reasonably estimated, uncommitted capacity;

   b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;

   c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and

   d. The ability to otherwise meet bid specifications.

3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.

4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.

5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.

6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.

7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.

8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

9. Enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

10. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.

11. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.

12. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

13. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.

14. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.

15. *DBD* means the Department of Business Development.

16. *DPM* means the Department of Procurement Management.

17. *Goods* mean any tangible product, material or supply that is not a service.

18. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

19. *Joint Venture Agreement* means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.

20. *MDC* means Miami-Dade County, Florida.

21. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

22. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.

23. *Service* means work offered for public or private consumption that does not consist primarily of goods.

24. *Set-aside* means the designation of a given contract for competition among SBEs.

25. *Small Business Enterprise (SBE)* means a business entity certified by DBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

26. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.

27. *Successful Bidder* means the bidder to which the contract is awarded.

28. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.

29. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.

2. DBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development (DBD) at 111 N.W. 1st

Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/dbd.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.

2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/dbd.

3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.

4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBD for the certification of SBEs.

5. Joint Ventures: Only SBE joint ventures approved by DBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where DBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides

   a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBD.

b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.

c. An SBE may perform 100% of the set-aside with its own workforce.

d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.

e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.

2. Subcontractor goals

a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Bidders/proposers shall be allowed up to 48-hours from bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may deem a bid non-responsive.

b. The Agreement shall incorporate;

i. The scope of work to be performed by the SBE; and

ii. The percentage of services the SBE will provide; and

iii. The prompt payment obligation; and

iv. The SBE joint venture Agreement; if applicable

c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges

or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.

f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:

    i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

    ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBD.

    iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;

    iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.

g. To prove lack of availability, at time of bid submission, bidders must submit the following:

    i. Certificate of Unavailability (Form No. DBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and

    ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

    iii. A statement of the bidder's contacts with DBD for assistance in determining available SBEs; and

iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and

v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.

2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.

3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.

4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.

5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.

3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.

5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.

4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by DBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

    a. Termination of an SBE's Agreement;
    b. Reduction in the scope of work to be performed by an SBE
    c. Modifications to the terms of payment or price to be paid to an SBE
    d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.

7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.

8. County's Determination of Bidder's Excuse or Termination.

   If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as

soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and

Administrative Order may result in the imposition of one or more of the following sanctions:

a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

b. Work stoppage;

c. Termination, suspension, or cancellation of the contract in whole or part;

d. Loss of SBE certification.

2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.

3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contact. The procedures for making up the SBE deficit shall follow DBD policy.

5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:

   a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;

   b. A prime vendor not meeting an SBE contract measure;

c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;

d. Failure to timely submit utilization reports;

e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

f. Failure to maintain certification;

g. Deviations from the SBE agreement without prior approval from DBD;

h. Termination of the SBE's agreement without prior approval from DBD;

i. Reduction of the scope of work of the SBE subcontract without prior approval from DBD; or

j. Modifications to the terms and/or prices of payment to an SBE without prior approval from DBD

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

K. APPENDIX

1. Forms

a. Certificate of Unavailability	DBD 502
b. Utilization Report	DBD 503

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APPENDIX A

Small Business Enterprise (SBE)
Certificate of Unavailability

RFP/BID No. _____

_____
(Name of Prime Contractor) (Firm Name)

_____
(Address) (Telephone No.)

I contacted the _____ to obtain a bid for work items to be
***SBE Firm**
performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

a. _____ SBE firm did not respond to the invitation.

b. _____ SBE firm was not available to work.

c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

_____ _____
(Prime Contractor Signature) (Date)

_____
Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

DBD 502

MIAMI-DADE COUNTY

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
UTILIZATION REPORT

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period: **Project Name:** _____ **Project Goal:** _____%

From: _____ **To:** _____ **Project Number:** _____

Name: FEIN:	Date of Award	Agreement Amount	Change Order Modification(s) Amount	Scheduled Completion Date	Percentage of Contract Completed
Address:					

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Amount of Requisitioned this Period $_____ **Amount Requisitioned for SBE Subcontractors this Period: $**_____

Total Amount Requisitioned/Paid to Date $_____/_____ **Total Amount Requisitioned/Paid to SBE Subcontractors to Date $** _____/_____

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS

Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount Paid to Sub to Date	Actual Starting Date	Scheduled Completion Date
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
		TOTAL				

_____ Prime Signature _____ Date

_____ Print Name _____ Title _____ Telephone

DBD 503

APPENDIX J

LIVING WAGE SUPPLEMENTAL GENERAL CONDITIONS

MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION

Proposers providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County,(Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

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

1. **DEFINITIONS**

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement, for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing

appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

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

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered

Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business

Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;

(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. **PAYROLL; RECORDS; REPORTING**

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

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

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized

representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

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

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

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

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

APPENDIX K
JANITORIAL SERVICES
REQUEST FOR PROPOSALS
CERTIFICATION OF LIVING WAGE AFFIDAVIT

The Proposer hereby certifies that all employees shall be paid a living wage in accordance with Section 2-8.9 of the Code, and will provide the information listed below:

1. The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;
2. The amount of the contract and the applicable department the contract will serve;
3. A brief description of the project or service provided;
4. A statement of the wage levels for all employees; and
5. A commitment to pay all employees a Living Wage, as defined by paragraph (A).

By executing this affidavit, the Proposer acknowledges awareness of the penalties for non-compliance, and agrees to comply with the living wage requirements in accordance with Section 2-8.9 as amended, and the living wage requirements are as follows:

The current living wage applied is $10.69 per hour plus health care benefits or $12.24 per hour without health care benefits. Health care benefits shall consist of payment of at least $1.55 per hour toward the provision of health care for employees and their dependents. Proof of the provision of health care insurance must be submitted to the County to qualify for the wage rate for employees with health care benefits. The living wage is subject to annual indexing based on the Consumer Price Index.

IN WITNESS WHEREOF, the parties hereto have caused this Affidavit to be executed by their appropriate officials.

VENDOR (CORPORATION)

_____
(Legal Name of Corporation)

_____
(Signature of Authorized Representative)

Title_____

Date_____

STATE OF:

COUNTY OF:

The above instrument was acknowledged before me this _____ day of , 20___,

by _____,
(Authorized Representative)

of

,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

_____
(Signature of Notary)

Notary Stamp or Seal:

_____
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

APPENDIX K
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
CERTIFICATION OF LIVING WAGE AFFIDAVIT

The Proposer hereby certifies that all employees shall be paid a Living Wage in accordance with Section 2-8.9 of the Code, and will provide the information listed below:

1. The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;
2. The amount of the contract and the applicable department the contract will serve;
3. A brief description of the project or service provided;
4. A statement of the wage levels for all employees; and
5. A commitment to pay all employees a Living Wage

By executing this affidavit, the Proposer acknowledges awareness of the penalties for non-compliance, and agrees to comply with the Living Wage requirements in accordance with Section 2-8.9 as amended, and the Living Wage requirements are as follows:

The current Living Wage applied is $10.69 per hour plus health care benefits or $12.24 per hour without health care benefits. Health care benefits shall consist of payment of at least $1.55 per hour toward the provision of health care for employees and their dependents. Proof of the provision of health care insurance must be submitted to the County to qualify for the wage rate for employees with health care benefits. The Living Wage is subject to annual indexing based on the Consumer Price Index.

IN WITNESS WHEREOF, the parties hereto have caused this Affidavit to be executed by their appropriate officials.

VENDOR (CORPORATION)

_____
(Legal Name of Corporation)

_____
(Signature of Authorized Representative)

Title_____

Date_____

STATE OF:

COUNTY OF:

The above instrument was acknowledged before me this _____ day of , 20___,

by _____,
(Authorized Representative)

of

,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced a form of identification and who did/did not take an oath.

_____
(Signature of Notary)

Notary Stamp or Seal:

_____
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

APPENDIX L

MDAD NON-DISCLOSURE AGREEMENT (SSI)

MDAD NON-DISCLOSURE AGREEMENT (SSI)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority appeared, _____
Who stated:

1. This affidavit is completed for (records requested):

_____

_____

2. I am the duly authorized representative for:

_____
Name and Title

_____
Authorized Entity

_____
Address

3. I have the express authority to sign this affidavit and hereby consent to all of the conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that is owned by, produced by, or in the possession of the Miami Dade County Aviation Department.

4. **Sensitive Security Information.** I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

5. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons in my company who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination and handling requirements provided in 49 CFR Part 1520.

_____
Signature

_____
Title

The above instrument was sworn to and subscribed before me this day of 20_, by

_____
Printed Name

( ) who is personally known to me,
( ) who has produced _____as identification: and who ( ) did ( ) did not take an oath.

_____
Signature of Notary Public

_____
Print, type or stamp name of notary public

Notary Commission Number: _____My Commission Expires:_____

Notary Stamp or Seal:

SECTION 5

FORM OF JANITORIAL SERVICES AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

_____

CONTRACTOR

FOR

MIAMI-DADE AVIATION DEPARTMENT

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

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AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

EXHIBITS

Exhibit A:	Zones, 1 (Security Sensitive Information, not attached)
Exhibit B:	Technical Specifications Part 1 (Security Sensitive Information, not attached) Technical Specifications Part 2
Exhibit C:	Living Wage Supplemental General Conditions

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

THIS JANITORIAL SERVICES AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 2008, by and between MIAMI- DADE COUNTY, FLORIDA ("County") and _____, a _____corporation, authorized to do business in the State of Florida ("Contractor").

WHEREAS, the County owns Miami International Airport ("MIA"), and operates the Airport through the Miami-Dade Aviation Department and

WHEREAS, an Agreement for a Contractor to provide Janitorial Services for Miami-Dade Aviation Department, as further described herein and,

WHEREAS, Request for Proposals No. MDAD-09-06 ("RFP") was issued by the County and in response to the Request for Proposals, the County has received a proposal from the Contractor; and,

WHEREAS, the Contractor has offered to provide Janitorial Services in Zone _____ that shall conform to the Scope of Services herein; Miami-Dade County's Request for Proposal No. MDAD 09-06 (the "RFP") and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a proposal to the RFP No. MDAD-09-06; and,

WHEREAS, the County desires to procure from Contractor such Janitorial Services for the Miami-Dade Aviation Department, in accordance with the terms and conditions of this Agreement;

WITNESSETH:

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

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 terms "Agreement" or "Contract" shall mean the Agreement entered into by the County and the Successful Contractor, including the Request for Proposals, the Technical Specifications, and all of their terms and conditions, attachments, exhibits, and amendments.

b) The term "Airport" shall mean all County Airports.

c) The term "AOA" shall mean the Airfield Operations Area of any MDAD airport.

d) The term "Aviation Director" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

e) The term "Board" shall mean the Board of County Commissioners of Miami-Dade County.

f) The term "Code" shall mean the Code of Miami-Dade County, Florida.

g) The term "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.

h) The term "CBP" shall mean U.S. Customs and Border Protection.

i) The term "CPI-U" shall mean the Consumer Price Index for All Urban Consumers for the Miami-Fort Lauderdale Consolidated Metropolitan Statistical Area (CMSA).

j) The terms "Department" or "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Agreement, rights are reserved to the County, MDAD may exercise such rights.

k) The term "Department Assigned Hours" shall mean hours allowed to exceed the estimated man hours per week on the Labor and Wages Portion of the Price Proposal Schedule and will be used as needed and approved by the Department to cover peak periods and/or additional operational needs.

l) The term "Extra Work" shall mean any work outside the scope of services of this Agreement.

m) The term "FAA" shall mean the U.S. Federal Aviation Administration.

n) The terms "FTE" and Full-Time Equivalent shall mean the equivalent of an employee working 40 hours per week.

o) The term "Project Cleaning" shall mean the periodic services that are intended to clean to a "like-new" condition. This service includes, but is not limited to, high dusting, wall washing, deep extraction of carpets, steam cleaning, complete stripping and refinishing of hard floor surfaces, and other detailed services not included in daily Routine Cleaning. This work will be performed at no extra charge and will be paid as per the Labor and Wages Portion of the Price Proposal Schedule.

p) The term "Project Manager" shall mean the person, or his or her designee, assigned to oversee the project for MDAD. The Project Manager's responsibilities are to coordinate and communicate with the Contractor, and to oversee execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager, provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

q) The term "Proposal" shall mean the Contractor's written response to the solicitation document (Request For Proposal).

r) The terms "Proposer," "Respondent," "Submitter," "Vendor," "Bidder" or "Contractor" shall mean the person, firm, entity or organization submitting a response to the solicitation.

s) The terms "Request for Proposals" or "RFP" shall mean the solicitation document and all associated addenda and attachments.

t) The terms "Scope of Services," "Scope of Work," or "Required Services," supplemented by the Technical Specifications (Exhibit B), shall mean the work to be performed by the Contractor.

u) The term "SIDA" shall mean the Security Identification Display Area.

v) The terms "Subcontractor/Subconsultant" shall mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to provide labor, or labor and materials, in connection with the services that will be provided to the County, whether directly or indirectly, on behalf of the Successful Proposer.

w) The term "Successful Proposer" shall mean the Contractor that receives any award of a Contract from the County as a result of the solicitation.

x) The term "TSA" shall mean the U.S. Transportation Security Administration.

y) The term "Work Order" shall mean an official written request to the MDAD Maintenance Division for required maintenance-ralated service.

z) The term "Zone" shall refer to the facilities and spaces encompassing a contractor's areas of responsibility.

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

ARTICLE 1 – Term

1.01 Term

The County hereby engages the Contractor and the Contractor hereby agrees to provide Janitorial Services at Miami-Dade Aviation Department, as described in Article 2 hereof, for a term of three (3) years, commencing on _____, at 0001 hours (also, "Commencement Date"), and terminating not later than _____, at 2359 hours, unless otherwise terminated or extended as provided for herein. Such services shall be provided for those designated facilities/areas collectively contained in Exhibit A hereto and identified as Zone ___.

1.02 Extension

Upon the termination of the initial term, and upon the terms and conditions contained herein, the County reserves the right, in its sole discretion, to extend this Agreement for five (5) consecutive separate terms of one year each, under the same terms and conditions contained herein. Such rights may be exercised by the Aviation Department ("Department"), on behalf of the County. In the event the Department elects to extend this agreement, the Contractor shall be notified at least one hundred eighty (180) days prior to the termination date of the then existing term of this Agreement. In the event the Department does not give notice, this Agreement shall terminate accordingly. Contractor shall have the right to reject any such extension, in writing to the County, within fifteen (15) days following receipt of notice from the County, and if so rejected, this Agreement shall terminate as provided in Sub-Article 1.01 hereof at the termination of any such extension, as appropriate. Failure of Contractor to respond to the County within the fifteen (15) day period shall automatically constitute acceptance of such extension.

1.03 Request for Proposals Incorporated; Order of Precedence

The Contractor acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposals (RFP), that was the basis for the award of this Agreement and upon which the County relied. The RFP and the Proposal are incorporated into this Agreement. In the event there are any conflicts between this Agreement and Technical Specifications, and the RFP or the Proposal, the terms of this Agreement and Technical Specifications shall govern, followed by the RFP and then the Proposal. Additionally, the Proposal, where not inconsistent with the terms of this Agreement, is hereby incorporated into this Agreement by reference.

Representations made by the Contractor, such as those describing its programs, abilities, qualifications, persons, and other proposed services in support of this Contract shall be enforceable under this Agreement.

1.04 Support Space and Storage

The Department shall provide Contractor with such space as the Department shall consider necessary to support management, administrative and operational functions hereunder ("Support Space"). The Support Space may be modified as deemed necessary by the Department. The Contractor shall not alter the Support Space in any way whatsoever, erect any signs or permit any advertising of any nature without prior written approval from the Department.

A. Contractor shall be fully responsible to ensure that its lunch/break rooms are kept neat and clean at all times.

B. Contractor shall maintain a one (1) month supply of expendable items such as paper towels, toilet tissue, etc. on site. If the space provided, either as depicted in Exhibit A, or as later modified by the Department, is not sufficient to maintain such quantity of supplies, the Contractor shall have its supplier of expendables maintain such inventory at their location at no cost to the County. This remote supply shall be deliverable within three (3) hours upon request.

C. Contractor shall store all equipment and supplies in the assigned storage areas and janitor closets. The Contractor shall bear all risk of loss, damage or theft of any supplies or equipment stored in such space. The Contractor agrees to keep these spaces in neat, clean condition and to comply with all applicable regulations, codes and airport regulations regarding storage.

ARTICLE 2 - Services

2.01 Zone Areas of Responsibility

The Contractor shall provide janitorial work in the following Zone:

[APPLY SPECIFIC ZONE IN EXECUTED AGREEMENT]

Zone 1

As set forth in the attached map (Exhibit A), the areas to be serviced include the main terminal building and concourses at MIA, including the areas of the landside, airside and terminal buildings controlled by the County; the Federal Inspection Services (FIS) facilities (U.S. Government office areas); the cars of the automated trains operating between the E Satellite and terminal building; elevators; escalators; moving walkways, the County's administrative offices; and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive leases to the airlines, car rental agencies, concessionaires, the airport hotel, and other tenants. The areas covered by the Technical Specifications (Exhibit B) do not include any passenger holdrooms, loading

bridges, or other areas except those operated and controlled by the County for the common use of all airport operators. The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

Zone 2

As set forth in the attached map (Exhibit A), the areas to be serviced include specified non-terminal buildings and airport properties including public parking garages, employee parking areas and garages, Aviation Department maintenance complex, Taxi Lot, Central Collection Plaza, Miami-Dade Police station, and other outlying buildings, as set forth in the Technical Specifications (Exhibit A). The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

Zone 3

As set forth in the attached map (Exhibit A), the areas to be serviced include specified non-terminal buildings and airport properties, including approximately 14 cargo buildings, other outlying buildings, and the three general aviation airports. The services as well as the areas are more particularly detailed in the Technical Specifications (Exhibit B).

2.02 Work Standards

The work to be performed by the Contractor shall include, but is not limited to, the supplying of all labor, supervision, materials and supplies, equipment, tools, chemicals and all other items, necessary or proper for, or incidental to, such janitorial work as described within the Technical Specifications (Exhibit B).

Required services include all janitorial work as described in this Agreement and the Technical Specifications in common-use areas such as lobbies, hallways, restrooms, stairwells, elevators, escalators, moving walkways, and windows, and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive lease to tenants.

The Department requires that the Contractor perform all required work to the highest quality standards. The Contractor may be allowed to use subcontractors for certain specialized work, with prior approval from the Department. The County reserves the right to add, delete, or otherwise modify the work areas and type of work required, as deemed necessary in the best interests of the County.

2.03 Manner of Performance

The Contractor shall perform all of its obligations in accordance with the Technical Specifications, and in a professional and businesslike manner to ensure that janitorial work is performed in a timely and uninterrupted fashion. The

Contractor shall use its best efforts to coordinate and adjust its activities to meet the needs and requirements of the Department and to perform its activities so as not to impede, disturb, endanger, unreasonably interfere with, or delay airport operations and activities of airport operators.

A. As a minimum, the Contractor is expected to provide all services described in the Technical Specifications (Exhibit B) of the Agreement.

B. Services hereunder will be provided 24 hours per day, 7 days per week, including holidays, without exception.

C. The Contractor will at all times provide the staffing levels listed in the Labor and Wages Portion of the Price Proposal Schedule.

2.04 Performance of Services

The following procedures will be adhered to by the Contractor in accomplishing the work described in this Agreement:

A. The General Manager, Operations Manager (as applicable), Shift Manager(s), and Supervisors shall be responsible for and ensure Contract compliance at all times. These positions shall fully support and comply with the Department's airport maintenance system at all times and shall promptly notify the Department of any needed repairs or damages to fixtures, building and appurtenances. Each Supervisor shall personally complete and document a facility and restroom inspection evaluation at the end of their shift or duty period. These reports shall be available for review by the Department at all times.

B. In order to achieve proper Contract coverage, the Contractor shall provide the required janitorial personnel and complete all janitorial duties as outlined in the Technical Specifications (Exhibit B). Assigned personnel shall be completely trained, properly supervised, and shall be technically qualified to safely and efficiently provide the services included within the scope of this Contract. The Contractor shall make every effort to retain the same janitorial personnel on daily job assignments so they will be thoroughly familiar with the areas and procedures for accomplishment of the work.

C. The Contractor included with its Proposal a comprehensive training program covering all phases of the janitorial requirements and individual job responsibilities of this Contract. Each employee shall complete an initial training program and, at a minimum, complete annual refresher training on the duties, responsibilities, and technical aspects of their job. The Contractor shall keep accurate records of each employee's initial and on-going training.

D. The Department may adjust the quantities and cycles of work along with the number of man hours specified herein to ensure that the work is performed properly and on a regular basis with relatively equal time lapses between cycles. The Department's Project Manager will work with the Contractor to plan work schedules and cleaning in such a way that it achieves maximum coverage and is uniformly distributed throughout the year.

E. The Contractor shall respond immediately to all emergency notifications by the Department. All emergency responses shall be completed by the normally assigned staff at no additional cost to the County.

F. The Contractor shall provide fully qualified Maintenance Worker(s) to complete restroom inspections and maintenance repairs on the night shift. Restrooms shall be fully clean and operational at the end of the Maintenance Worker's shift unless otherwise agreed to by the Department's Project Manager. The Contractor shall fully document daily, all maintenance and repair work accomplished and all parts used. The Contractor shall provide to the Department at the end of each maintenance shift, Work Orders for any deficiencies noted and beyond the scope of this position or any deficiencies noted, but unable to be completed during the shift. This position shall not be used by the Contractor to maintain or repair Contractor janitorial equipment, or any other work not authorized by the County, unless otherwise specifically authorized in writing by the Department.

2.05 Performance Requirements:

The County requires the Contractor provide:

A. A clean and safe physical environment that is free from loose, adhered or impregnated soil, gum or debris. Contractor shall maintain floors free from spots, spills, liquids, all substances, and stains. Areas are to be kept sanitary where required, such as in public restrooms and any perimeter of food serving areas.

B. Protection of physical property. Cost for repair of damages caused by the Contractor's or Subcontractor's personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear shall be reimbursable to the County or others by the Contractor. The Contractor shall be responsible for claims to repair or replace physical property as a result of its, or its Subcontractors', procedures or employees' actions that result in damage to physical property. The Contractor shall employ procedures that protect and enhance physical surfaces to achieve their expected or specified look;

C. Continuity of operations through the timely response to emergency conditions. The Contractor shall be prepared for all emergency responses based on the conditions, 24 hours a day, 7 days a week, which involves the coordination and deployment of its staff and equipment in order to keep the facility operational and protect the safety of the public and airport personnel at all times and in each zone.

Unless otherwise directed by the County, the Contractor shall work the following shift hours:

DAY SHIFT	6:00 A.M. to 2:30 P.M.
AFTERNOON SHIFT	2:00 P.M. to 10:30 P.M.
NIGHT SHIFT	10:00 P.M. to 6:30 A.M.

Shifts are defined as eight and one half (8 1/2) hours. Employees are to be paid for eight (8) hours to include two (2) fifteen-minute breaks. The remaining one-half (1/2) hour is allocated for a mid-shift break (lunch) which is not paid to the employee or the Contractor.

A minimum of eighty percent (80%) of the Contractor's custodial personnel assigned to each shift must be full-time employees, unless otherwise authorized by the Department in advance.

D. Employees paid established wages and benefits, and fair working conditions. The County has the right to specify wages that shall be the minimum wages utilized under the Agreement. The selected Contractor(s) is free to pay wages above this scale at its own expense if it if determines that it is in its best interest to do so. The selected Contractor(s) is expected to treat employees fairly and to have grievance procedures and progressive advancement and disciplinary policies that promote a quality work place;

E. A diverse staff that reflects at all levels the demographic composition of the community. The County expects that the Contractor will promote and achieve a diversified work force that is consistent, at all levels, with the demographic composition of the community. To ensure this the County requires an Affirmative Action program to be submitted and adhered to in accordance with County requirements.

2.06 Emergency Services:

In the event of an emergency, or as the County may from time to time request, Contractor shall temporarily perform other janitorial work either not listed herein or else required in other Zones. Ordinarily, it is anticipated that such work will be temporary and can be performed at no additional cost to the County by reassigning existing personnel to handle such assignments. If such work, in the

reasonable opinion of the County, requires the use of overtime or the hiring of additional personnel on a temporary basis, compensation to Contractor for such emergency services shall be paid at the Contractor's actual cost. Such work shall be approved in writing in advance by the County.

2.07 Contractor's Quality Control Program:

A. The Contractor shall establish, provide and maintain an effective Quality Control Program approved by the Department.

B. The Quality Control Program shall be administered by the Contractor's General Manager.

C. The Contractor, subject to approval by County, may make revisions to the Quality Control Program, following prior written notice specifying the details of the changes, which the Contractor deems necessary to maintain an effective level of quality control.

D. Quality Control Program shall contain, at a minimum, the following items:

1. Inspection Program(s).
2. Communication procedure with the County.
3. Documentation of quality control activities.

E. At any time during the term of this Contract or any extensions of such term if, in the County's opinion, the Contractor's Quality Control Program is not effective in that some or all of the services provided by the Contractor fail to conform to the Department's cleanliness standards, the Department, at its sole discretion and in addition to any other remedies that may be provided under this Contract, may require the Contractor to suspend any part or all of its operations hereunder until Contractor takes appropriate corrective action.

ARTICLE 3 - RECORDS, REPORTS AND INVOICES

3.01 Annual Audit

Annually, the Contractor, at its sole cost and expense, shall provide the Department with an audited financial statement and opinion, attested to by an independent certified public accounting firm licensed in the State of Florida, for the operations of the Contractor under this Agreement. Such statement shall reflect full disclosure for the period ending September 30th each year and include a letter resulting from a review of the operations, compliance with the contract, internal controls and other observations no later than December 1st of each year of this Agreement, unless the Department authorizes in writing a later date. If an

unqualified opinion cannot be given by the external auditor, the Contractor shall be considered in default under this Agreement. Said financial statements shall be audited and the letter prepared by the Department's external auditors or any other firm of qualified independent Certified Public Accountants designated by the Department.

3.02 Other Reports

The Department may require the Contractor to provide other reports generated by the Contractor in the normal course of operations.

3.03 Records and Reports

A. The Contractor shall provide on-site and use fully automated, personal computer (PC) based janitorial maintenance, accounting, and other programs as necessary to keep records and data, and to produce documents, reports, and invoices pertaining to services performed under this contract. Automated payroll services may be subcontracted, however, pay stubs provided to employees must display paid days off status. All documentation shall be in such detail as to permit the Department to ascertain the Contractor's full compliance with all the requirements of this Contract and all applicable laws. The Contractor shall provide the Department copies of any such documentation upon request. All data and records shall become the property of the County at the conclusion of this Agreement.

B. Contractor shall provide computer generated reports, invoices, and documentation as requested by the Department. From time to time, additional documentation, reports or changes to their content may be required. The Contractor shall provide the requested information as soon as possible but, in all cases, within seven (7) days of the request unless otherwise agreed to in writing by the County.

ARTICLE 4 – ADDITIONAL COSTS

4.01 Utilities

The County shall provide the Contractor, at the County's sole cost and expense, with all utility service generally available and required by the Contractor to perform its obligations and functions under this Contract. Contractor shall use all means to be energy efficient in conducting its business. Costs for any noted abuses shall be charged back to the Contractor. Telephone service shall be at the Contractor's own expense.

4.02 Cellular Telephones

Contractor shall maintain at its sole expense cellular telephones with chargers. The General Manager, Operations Manager and Shift Managers are required to carry an operational cellular telephone at all times when on duty.

4.03 Parking

The Department will provide free parking at a place(s) designated by the Department for all on-site Contractor personnel directly engaged in this Contract. Premium parking spaces such as in the parking garages shall not be provided at the County's expense. Contractor, at its discretion, may choose to pay for its executives to park at the terminal garages.

ARTICLE 5 - COMPENSATION TO THE CONTRACTOR

5.01 Compensation – Invoice and Payment

A. For performance of this Contract in strict accordance with these specifications, the County shall pay to the Contractor weekly as specified herein, on invoice, for work acceptably completed during that period. Acceptability of the work shall be determined solely by the County.

B. At the beginning of each week for services, the Contractor shall submit to the Department an invoice for the services performed during the previous week. The Department will verify the correctness of the invoice as submitted and subsequent to the verification shall issue a check to the Contractor in the verified amount. If there are deductions or penalties, the amount paid to the Contractor shall be adjusted to reflect these items. No verification or payment shall preclude the Department from recovering any money paid in excess of that due.

C. The invoice shall include payroll and cost analysis detail. The payroll calculations shall be verified by time clock records. At a minimum, the Contractor shall use a biometric timekeeping system approved by the Department. Payroll records shall be available to the Department's Project Manager when requested. The Department shall also pay the Payroll Taxes and Insurance item as a percentage of the payroll. The costs for materials and supplies and the Overhead & Profit in the Price Proposal Schedule are subject to adjustment by formula. The formula is based on the number of overall man-hours specified in the Labor and Wages Portion of the Price Proposal Schedule by Contract and the number of man-hours actually delivered by the Contractor as follows:

Weekly Payment = TWS + WEC + PT&I + (AM/CM) x (WCM + OHP)

Where:

TWS = Total Actual Weekly Wages Paid per the Labor and Wages Portion of the Price Proposal Schedule

WEC = Weekly Equipment Costs

PT&I = Payroll Taxes & Insurance

AM = Actual Man Hours Worked

CM = Man Hours Specified by Contract

WCM = Weekly Cleaning Materials and Supplies

OHP = Contractor's Overhead & Profit

Department Assigned Hours approved in advance by the County = Hours allowed to exceed the estimated man-hours per week on the Labor and Wages Portion of the Price Proposal Schedule.

NOTE: At no time can AM exceed CM without prior written County authorization. Hours allowed as "Department Assigned Hours" may be added as required with back-up documentation, as requested by the County, and where so requested and used, shall be attached to the weekly payroll. If AM are less than CM as shown on the Labor and Wages Portion of the Price Proposal Schedule, not including "Department Assigned Hours," the Contractor may be penalized at the Department's sole discretion, by dividing the AM by the CM to create a percentage that is multiplied by the OH&P line reducing the payment. If the Contractor exceeds the total hours allowed, including "Department Assigned Hours," without pre-approval and justification, the Contractor receives no payment for those hours.

D. No payment for services rendered shall be payable by the County for any period in which the Contractor fails to complete all the scheduled Contract work. However, the County may agree to pay a reduced or prorated amount if the Contractor's failure to provide the services as specified was beyond the Contractor's reasonable control or was otherwise approved by and/or is in the best interests of the County. In addition to any other rights granted to the County hereunder, the County shall have the right at any time during the term of the Contract, to withhold from any monies otherwise due and payable to the Contractor, such sums as the County deems necessary or desirable to protect itself against failure or delay in

performance by the Contractor of its obligation hereunder, which right may be exercised by the County with or without revoking or terminating the Contract.

E. All work shall be accomplished during the hours scheduled. The Department has the right to order work to be performed at any hour of the day based on operational need in accordance with the Agreement.

F. The Contractor shall not be required to modify or change any equipment as recommended or required by insurance companies, or governmental authorities, without additional compensation therefore. If directed by the Department to modify or change any equipment, the Contractor shall be compensated as set forth herein for Extra Work.

G. The County may, during regular business hours, inspect and make copies of that portion of the Contractor's books and records that pertain to the costs incurred in providing the services under the Contract.

H. No invoiced amount shall be payable by the County for any (or all) facilities covered hereunder that are taken out of service by the County for a period of thirty (30) days.

I. Submit the weekly invoice on Monday of each week for the preceding week, unless otherwise authorized by the County. The workweek for this Contract runs from Sunday through Saturday. These invoices, along with corroborating records, will be submitted to the County's Project Manager for review.

5.02 Contract Adjustments

A. The labor and wages, materials and supplies, and equipment costs of the Price Proposal Schedule may be adjusted annually, up to the Consumer Price Index (CPI) (Index CPI-U for the Miami-Fort Lauderdale Consolidated Metropolitan Statistical Area). The Contractor's overhead and profit may be adjusted by the CPI-U upon the first and third extensions of this Agreement, if granted. The amount of the adjustment, if any, shall be determined by the Department. Materials, supplies, and overhead profit shall be adjusted up to the CPI.

B. If Contractor receives official notification of a change in any portion of the payroll, taxes and insurance (PT&I) line item, Contractor shall provide evidence satisfactory to the Department showing the changes. The Department shall examine the proposed changes and, if they are determined to be fair and reasonable, shall pay such actual payroll taxes and insurance effective the following month.

If the federal minimum wage or County Living Wage increases above the Contract specified minimum wages, the Contract minimum wages shall be increased to match the wage increase.

5.03 Extra Work

A. Any work that adds square footage beyond the initial amount as shown on the Price Proposal Schedule, or is outside the Scope of Services shall be defined as "Extra Work." Such Extra Work shall be paid in accordance with the Price Proposal Schedule. If Extra Work results in additional square footage, the current square footage shown in line R-22 of the Price Proposal Schedule for Zone 1, R-20 for Zone 2, and R-19 for Zone 3 will be adjusted accordingly. If the Extra Work adds square footage, the County will increase the compensation to the Contractor by increasing the current man hours and square footage. The County may authorize the Contractor to purchase machinery required to perform the Extra Work. Contractor must obtain prior written approval from the Department before the purchase of such machinery. The Contractor shall utilize County procurement procedures in purchasing such machinery unless otherwise directed by the County. The County will have the option of paying the Contractor in one lump sum or as equal payments according to the number of weeks left on the Contract without consideration of anticipated extensions thereof.

B. The County shall have the right to make changes to the work specified herein and the character or quantity as may be considered necessary or desirable to complete the service in an acceptable manner.

C. Emergency Services shall not be considered Extra Work.

D. The County shall have the right to create new job classifications, new positions and job descriptions, cleaning specifications, and rates of compensation.

E. The County shall have the right to increase or decrease the number of weekly man hours required in Price Proposal Schedule Labor and Wages Portion by written notice to the Contractor. In the event such a change is made, the increase or decrease in man hours required each week will be paid as determined by adjusting in the payment formula set forth in the Agreement.

F. The County shall have the right to require the Contractor's personnel to perform other cleaning duties on the premises as the County deems necessary or desirable and the Contractor shall promptly comply with those requirements.

G. The County may authorize minor changes or alterations in the work not involving additional cost and not inconsistent with the overall intent of the Contract.

H. It is the Contractor's responsibility to notify Contractor's Surety of any changes affecting the general scope of work and a change in the Contract price. The applicable bonds shall be adjusted accordingly. The Contractor shall provide proof of the Bond adjustments to the Aviation Department's Risk Management Division within thirty (30) days after acceptance of any work order materially affecting the Contract price.

5.04 Changes in Work

Without invalidating the contract, the County may order any changes to the work, in writing, signed by the County's representative. If the changes result in deletions of square footage, the County will reduce the compensation to the Contractor by reducing the current man hours and square footage. The County computation of square footage and required man hours will be final. The County may authorize the Contractor to purchase such machinery required to perform the changed or additional work. Contractor must obtain prior written approval from the Department before purchase of such machinery. The County will have the option of paying the Contractor in one lump sum or as equal payments according to the number of weeks left on the Contract without consideration of anticipated extensions thereof.

5.05 Prompt Payment

The Contractor shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the "Florida Prompt Payment Act" part VII, Chapter 218, Florida Statutes. The Contractor shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, the Contractor has been unduly delayed in making payment of such obligation by action or inaction of the County.

5.06 Timely Payment to Contractor

All payments required to be made to the Contractor by the County hereunder shall be due and payable in accordance with the guidelines of the "Florida Prompt Payment Act" part VIII, Chapter 218, Florida Statutes and of billing from the Contractor as provided herein; however, that the County may withhold payment of those portions of any billings which, in good faith, are in question or dispute. The Department shall advise the Contractor in writing of any such questioned or disputed portions of a billing within the guidelines of the "Florida Prompt

Payment Act" payment period and shall remit the undisputed balance provided for herein.

ARTICLE 6 – Personnel

6.01 Contractor's Personnel:

A. The Contractor will abide by all County, State and Federal regulations on the wages and hours of its employees to include, but not be limited to the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

B. The County requires that all Contractor personnel be security badged as outlined in Sub-Article 6.06. Prospective personnel shall be subject to a ten-year background check and, subject to satisfactory results, shall be badged by the Department.

C. A valid Florida driver's license is required of all personnel operating motor vehicles on roadways in or around the airport. Each of the Contractor's vehicles used in the performance of the Contract shall have the Contractor's business name and/or logo prominently displayed on its doors.

D. Contractor shall maintain a list, available to the Department, showing the names, addresses and telephone number of all employees and the positions of said employees who perform the work.

E. The General Manager, Operations Manager, as applicable, the Shift Managers, Shift Supervisors and the Maintenance Worker shall be able to communicate via radio equipment.

6.02 Staffing

The Contractor shall recruit, screen and employ such full time, part time personnel as are required for the Contractor to competently fulfill its obligations under the terms of this Agreement. The Department at is sole discretion may require the Contractor to interview and consider maintaining some or all of the existing employees. The Contractor shall not employ any employees that are relatives of the Contractor, Related Parties and/or relatives of employees, without the specific prior written approval of the Department's Project Manager. All of Contractor's employees must sign an Contractor form attesting they are not related to, or have business connections with the Contractor, Related Parties and/or relatives of employees of the Contractor.

Employees of the Contractor, employed under this Agreement, shall not be assigned or perform any other duties for the Contractor except as directly related to providing the services hereunder. Further, any employees of the Contractor employed in connection with other agreements or business activities of the Contractor shall be physically separated from the employees of the Contractor performing under this Agreement.

The Contractor has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified herein.

Zone 1, Job Positions, Requirements and Responsibilities

1. General Manager

The General Manager for this Agreement:

A. Shall be a full-time employee of the Contractor based in the terminal complex, devoting his or her time exclusively to managing Contractor's operations at the Airport, and have overall responsibility for the work to be performed by the Contractor under this Agreement. The General Manager shall be available during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.) and shall be on call at all times for emergencies by carrying a cellular phone. Vacations and extended absences to be taken by the General Manager shall, at all times, be subject to the prior approval of both the Contractor and the Department.

B. Must have at least a high school diploma or its equivalent and five (5) years of experience in managing custodial services and operations under a janitorial contract comparable in size and scope to the work to be performed under this Agreement. Such person must have knowledge and experience with cleaning methods and a proven track record of coordinating multiple tasks. Such person must also be capable of interpreting the requirements and cleanliness standards set forth in this Agreement, and possess the financial, monitoring, communications, and reasoning skills needed to effectively manage the work to be performed under this Agreement.

C. Shall be assigned exclusively as the full time site manager and supervisor of this Contract only and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

D. Must be very knowledgeable of janitorial procedures and practices especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Must be able to read, write, and speak English fluently and speak Spanish well.

F. Shall be completely responsible and accountable for the day-to-day performance of this Contract. Responsibilities include but are not limited to supervision, training, scheduling, and inspection of all janitorial work associated with this Contract.

G. Shall act as liaison with the Department on all Contract matters. Be authorized by Contractor to represent and act on behalf of the Contractor in matters pertaining to its operations and activities and otherwise carry out the provisions of this Agreement. All instructions and notices given by the County to such General Manager shall be as binding as if given to the Contractor, and all statements made by such General Manager or acting General Manager shall be as binding as if made by the Contractor.

H. Shall routinely, and when reasonably requested by the County, inspect the areas covered hereunder to ensure that the Contractor's performance generally satisfies the requirements of the Agreement.

The Contractor shall advise the County in writing of the name and qualifications of its intended General Manager at least thirty (30) days before hiring any substitute or replacement General Manager. The County shall have the right, in its sole discretion, to approve or reject any General Manager selected by the Contractor. During the term of the Agreement, the Contractor shall promptly transfer from the Airport any General Manager if the County advises in writing that such manager is objectionable to the County.

When the General Manager is off airport property, an acting General Manager shall be designated and always available to the County on site to act in the capacity of the General Manager. The County shall be advised, in writing, of the names of all acting General Managers.

2. Operations Manager

The Operations Manager for this Agreement:

A. Shall have the ability to fill-in for the General Manager when necessary and the position will provide weekend coverage. The Operations Manager will have the authority to act on behalf of the General Manager in all day-to-day contract matters.

B. Shall be a full-time employee of the Contractor based in the terminal complex, devoting his or her time exclusively to managing the Contractor's operations at the Airport.

C. At a minimum, unless otherwise approved by the Department, shall have had three (3) years direct management and supervisory experience over a comparable custodial shift staff performing complete contract janitorial services at a facility or complex comparable in size and complexity to those specified in this Contract.

D. Shall be on call at all times by carrying a cellular phone.

E. Must have knowledge and experience with cleaning methods and a proven track record of coordinating multiple tasks. Such person must also be capable of interpreting the requirements and cleanliness standards set forth in this Agreement, and possess the financial, monitoring, communications, and reasoning skills needed to effectively manage the work to be performed under this Agreement.

F. Shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

G. Shall be very knowledgeable of janitorial procedures and practices especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

H. Must be able to read, write, and speak English fluently and speak Spanish well.

3. Administrative Assistant

The Administrative Assistant will report directly to the General Manager. The person in this position will be adept in the use of a computer, word processing and spreadsheet applications. This person will be responsible for employee identification cards, generating reports, monitoring attendance and other personnel matters.

4. Shift Managers

The Shift Manager(s) shall be responsible for the overall daily management and supervision of all maintenance, training, scheduling, and inspection of work specified in this Contract on their assigned shift. This position must be filled at all times seven (7) days per week.

The Shift Manager position shall:

A. At a minimum, have had two (2) years direct management and supervisory experience over a comparable custodial shift staff performing complete contract janitorial services at a facility or complex comparable in size and complexity to those specified in this Contract, unless otherwise approved in writing by the Department.

B. Be a full time, forty (40) hours per week, employee acceptable to the County and based at Miami International Airport.

C. Be assigned as the full time Shift Manager of only this Contract and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

D. Be extremely knowledgeable of janitorial procedures and practices, especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Be able to read, write, and speak English fluently and speak Spanish well.

F. Responsibilities include, but are not limited to, supervision of all shift personnel, training, scheduling, and inspection of all janitoral work accomplished or scheduled on the shift.

G. Keep accurate records of personnel attendance and to provide a true and accurate copy to the Operations Manager on a daily basis.

H. In the Operations Manager's absence from the job site, fulfill the duties of the Operations Manager, act as liaison with the Department in all matters regarding billing, personnel, and cleaning procedures, and carry a cellular phone at all times while on duty.

5. Shift Supervisors

Shift Supervisor(s) shall have worked as a Custodian for a minimum of two (2) years or have the equivalent experience. Shift Supervisor shall be experienced in all phases of janitorial services including assigning jobs and supervising groups of custodial personnel for maximum productivity.

The Shift Supervisor for this Agreement:

A. Shall be responsible for on-the-job training of custodial personnel.

B. Shall be responsible for inspection and coordination of shift cleaning efforts in their assigned facility.

C. Shall be responsible for distribution of chemicals and cleaning supplies to Custodians, to ensure proper chemicals are used for specific tasks.

D. Ensure that all containers are properly labeled in accordance with OSHA Standards.

E. Ensure that all work is performed in a safe manner.

F. Respond to janitorial calls as needed.

6. Custodian II

This position shall be filled with only fully qualified, knowledgeable, experienced janitorial personnel. Newly hired personnel or those promoted to this position shall have worked as a Custodian for a minimum of one year or have the equivalent experience. The person in this position will be required to do all entry level Custodial work, be properly trained to operate scissor type lifts and ride on machinery and window washing. The Custodian II shall be trained in all phases of Project Cleaning. The person in this position shall be full-time 40 hours per week, however, there is no restriction as to which days of the week are specified for work. The work shall be done primarily on the Night Shift but may be done on the Day or

Afternoon shifts as well at the sole discretion of the County Project Manager.

7. Custodian

This position is an entry level position. The person in this position is responsible for general janitorial work, and vacuuming of the floors and furnishings and restroom cleaning as detailed in the Technical Specifications.

8. Maintenance Worker

This position shall be filled with only fully qualified, knowledgeable, experienced general maintenance personnel. Newly hired personnel or those promoted to this position shall have worked as a multi-trade maintenance worker for a minimum of 3 years or have the equivalent documented experience. Personnel in this position are responsible for nightly restroom maintenance, inspections of each restroom and general routine repair of any deficiencies noted. The work shall be done primarily on the Night Shift but may be done on the Day or Afternoon shifts at the sole discretion of the Department's Project Manager. In general, maintenance, replacement, and repairs shall include but not be limited to, changing light bulbs, removal of graffiti, repairs and adjustments to doors, locks, coat hangers, paper holders, partitions, sinks, toilet seats, soap dispensers, opening clogged drains, repairing traps and wash bowls, and other items as noted. This worker will be required to issue Work Orders to the Department's Maintenance Division for any discrepancy noted and not included in the scope of his position.

9. Warehouse Clerk

Must have one year of experience in receiving, tracking and maintaining inventory of equipment and supplies. Must have the ability to process inventory paperwork, maintain a purchase order system as shipments are received, cancelled, or back-ordered to ensure inventory accuracy. Ability to take control of shipping and receiving stock and inventory. Establish and maintain an organized flow of warehoused goods.

<u>Zones 2 & 3, Job Positions, Requirements and Responsibilities</u>

1. General Manager

The General Manager for this Agreement shall:

A. Be a full-time employee of the Contractor based at the airport, devoting his or her time exclusively to managing Contractor's operations at the airport, and have overall responsibility for the work to be performed by the Contractor under this Agreement.

B. The General Manager must have at least a high school diploma or its equivalent and three (3) years of experience in managing custodial services and operations under a janitorial contract comparable in size and scope to the work to be performed under this Agreement. Such person must have knowledge and experience with cleaning methods and a proven track record of coordinating multiple tasks. Such persons must also be capable of interpreting the requirements and cleanliness standards set forth in this Agreement, and possess the financial, monitoring, communication, and reasoning skills needed to effectively manage the work to be performed under this Agreement.

C. Be assigned exclusively as the full time site manager and supervisor of this Contract only and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

D. Be very knowledgeable of janitorial procedures and practices especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Be able to read, write, and speak English fluently and speak Spanish well.

F. Be completely responsible and accountable for the day-to-day performance of this Contract. Responsibilities include but are not limited to supervision, training, scheduling, and inspection of all janitorial work associated with this Contract.

G. Act as liaison with the County on all Contract matters. The Manager shall be available during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.) and shall be on call at all times for emergencies by carrying a cellular phone.

H. Shall routinely, and when reasonably requested by the County, inspect the areas covered hereunder to ensure that the Contractor's performance generally satisfies the requirements of the Agreement.

The Contractor shall advise the County in writing of the name and qualifications of its intended General Manager at least thirty (30) days before hiring any substitute or replacement General Manager. The County shall have the right, in its sole discretion, to approve or reject any General Manager selected by the Contractor. During the term of the Agreement, the Contractor shall promptly transfer from the Airport any General Manager if the County advises in writing that such manager is objectionable to the County.

2. Administrative Assistant

The Administrative Assistant will report directly to the General Manager. The person in this position will be adept in the use of a computer, word processing and spreadsheet applications. This person will be responsible for employee identification cards, generating reports, monitoring attendance and other personnel matters.

3. Shift Managers

The Shift Manager(s) shall be responsible for the overall daily management and supervision of all maintenance, training, scheduling, and inspection of work specified in this Contract on their assigned shift. This position must be filled at all times seven (7) days per week.

The Shift Manager position shall:

A. Be a full time, forty (40) hours per week, employee acceptable to the County and based at Miami International Airport.

B. Be assigned as the full time Shift Manager of only this Contract and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

C. At a minimum, have had two (2) years direct management and supervisory experience over a comparable custodial shift staff performing complete contract janitorial services at a facility or complex comparable in size and complexity to those specified in this Contract, unless otherwise approved in writing by the Department.

D. Be extremely knowledgeable of janitorial procedures and practices, especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Be able to read, write, and speak English fluently and speak Spanish well.

F. Responsibilities include, but are not limited to, supervision of all shift personnel, training, scheduling, and inspection of all janitorial work accomplished or scheduled on the shift.

G. Keep accurate records of personnel attendance and to provide a true and accurate copy to the General Manager on a daily basis.

H. In the General Manager's absence from the job site, fulfill the duties of the General Manager, act as liaison with the Department in all matters regarding billing, personnel, and cleaning procedures, and carry a cellular phone at all times while on duty.

4. Shift Supervisors

Shift Supervisor(s) shall have worked as a Custodian for a minimum of one (1) year or have the equivalent experience. Shift Supervisor shall be experienced in all phases of janitorial services including assigning jobs and supervising groups of custodial personnel for maximum productivity.

Duties and Responsibilities:

A. On-the-job training of custodial personnel.

B. Inspection and coordination of shift cleaning efforts in their assigned facility.

C. Distribution of chemicals and cleaning supplies to Custodians, to ensure proper chemicals are used for specific tasks.

D. To ensure that all containers are properly labeled in accordance with OSHA Standards.

E. To ensure that all work is performed in a safe manner.

F. Respond to janitorial calls as needed.

5. Custodian II

This position shall be filled with only fully qualified, knowledgeable, experienced janitorial personnel. Newly hired personnel or those promoted to this position shall have worked as a Custodian for a minimum of one year or have the equivalent experience. The person in this position will be

required to do all entry level Custodial work, be properly trained to operate Scissor type lifts and ride on machinery and window washing. The Custodian II shall be trained in all phases of Project Cleaning. The person in this position shall be full-time 40 hours per week, however, there is no restriction as to which days of the week are specified for work. The work shall be done primarily on the Night Shift but may be done on the Day or Afternoon shifts as well at the sole discretion of the Project Manager.

6. Custodian

This position is an entry level position. Personnel in this position are responsible for general vacuuming of the floors and furnishings and restroom cleaning as detailed in the Technical Specifications.

7. Maintenance Worker

This position shall be filled with only fully qualified, knowledgeable, experienced general maintenance personnel. Newly hired personnel or those promoted to this position shall have worked as a multi-trades maintenance worker for a minimum of 3 years or have the equivalent documented experience. The person in this position is responsible for all nightly restroom maintenance, inspections of each restroom and general routine repair of any deficiencies noted. The work shall be done primarily on the Night Shift but may be done on the Day or Afternoon shifts at the sole discretion of the Department's Project Manager. In general, maintenance, replacement, and repairs shall include but not be limited to, changing light bulbs, removal of graffiti, repairs and adjustments to doors, locks, coat hangers, paper holders, partitions, sinks, toilet seats, soap dispensers, opening clogged drains, repairing traps and wash bowls, and other items as noted. This worker will be required to issue Work Orders to the Department's Maintenance Division for any discrepancy noted and not included in the scope of his position.

8. Warehouse Clerk

Must have one year of experience in receiving, tracking and maintaining inventory of equipment and supplies. Must have the ability to process inventory paperwork, maintain a purchase order system as shipments are received, cancelled, or back-ordered to ensure inventory accuracy. Ability to take control of shipping and receiving stock and inventory. Establish and maintain an organized flow of warehoused goods.

6.03 Personnel Standards

The Contractor shall properly control its employees, who shall present a clean, neat and professional appearance at all times and discharge their duties in a

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cooperative, safe, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for continued employment of all employees of the Contractor hereunder. The Contractor shall require all personnel, except non-public contact and managerial employees to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name as an employee of the Contractor and, if appropriate, displaying an employee number or title. The name tag must be approved by the County and be visible at all times. The Contractor shall also require all its personnel except non-public contact and managerial employees to be properly uniformed.

6.04 Uniforms

A. The Contractor shall provide uniforms for all employees at no expense to the employee except as indicated herein.

B. All uniforms shall be submitted to the Department for approval, before commencement of work under this Contract and are subject to the continuing approval by the County throughout the term of this Contract and any extensions thereof. The Contractor is specifically prohibited from utilizing any uniform style that resembles the approved uniform(s) for any other Contractor at Miami International Airport.

C. Uniforms that are permanently stained, torn, disheveled or unsightly, must be replaced by the Contractor at no expense to the employee. Employees, however, will not be exempted from replacement or repair resulting from employees' acts of negligence, vandalism, or disrespect and abuse of the uniform.

D. The uniform shall have identification insignia and a name badge of a type and style that must be approved by the Department. The Contractor's employees must wear only the approved uniform while working at the Airport. The employee will be responsible for supplying their shoes and socks. The shoes and socks shall be neat, clean, and in good repair. Shoes and socks and must match in color and be approved by the Department. The General Manager and Operations Manager shall wear generally accepted business attire.

E. Failure of the employee to wear the approved uniform in a proper manner during work hours, will be cause for the Department to require removal of that employee from the airport.

F. Employees assigned to work at the curbside, along the street, and on the AOA shall be issued by the Contractor a reflective vest to wear. This vest shall be worn on the outside of any other clothing worn by the employee at all times while working these areas. Such vests shall be at no additional cost to the Department.

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G. Employees assigned to work outdoors shall be issued a winter jacket of a color to be approved by the Department and conforming to the identification requirements of the uniform shirts. Such jacket shall be at no additional cost to the Department.

6.05 Employment Procedures Manual

The Contractor shall, within thirty (30) days following the date of this Agreement, submit to the Department a copy of its Employment Procedures Manual covering policy subjects such as but not necessarily limited to compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Contractor shall take such employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require.

6.06 Restricted Areas, Identification Badges and Airport Operations Area

All of Contractor's employees requiring access to federally-regulated secure areas such as, but not limited to, the Airfield Operations Area, the Federal Inspection Services (FIS) areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) and comply with all security rules and regulations mandated by U.S Customs and Border Protection (CBP), the U.S. Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA).

The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the airport as part of their regularly assigned duties, and shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Contractor or airport assignment and upon termination of this Agreement. The Department shall have the right to require the Contractor to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for such badges.

Identification badges must be worn and be clearly visible at all times.

Contractor shall:

A. Be responsible for any other persons in their employ including subcontractors and their employees, and material suppliers.

B. Be responsible for any fine levied against the Department caused by the Contractor's employees' conduct.

C. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges.

6.07 AOA – Right to Search

It is understood that the Department has a strong interest in maintaining airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties to enter the AOA unless and until such employee has executed a written Consent to Search Form acceptable to the Department. The Contractor pursuant to this Agreement shall not employ persons not executing such Consent to Search Form.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by the Contractor.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidences of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

6.08 Keys

A. Prior to the beginning of the Contract, the Department will issue to the Contractor keys needed to accomplish the work exclusive of keys for access to federally restricted areas.

B. Contractor shall be responsible for security of such keys at all times and shall:

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1. Not permit keys to be taken off airport property
2. Keep keys not in use in a locked box
3. Restrict access to keys to essential personnel only
4. Maintain a key inventory and perform audits of the issuance of keys as directed by County or Federal Agencies.

C. The Department shall have the right to determine which of the Contractor's employees will service MDAD-controlled sensitive areas within the Airport complex.

D. Contractor shall promptly report any lost or missing keys to the Department and shall be responsible for all costs to install new locks or to replace keys.

6.09 Safety and Job Training Program

A. The Contractor shall develop such training programs as are necessary, to foster improved communications skills among employees and supervisors, and with the general public.

B. Contractor shall provide each employee engaged in the performance of work under this contract with the training needed to safely and competently perform the Contract work.

C. Contractor shall maintain, as part of the employee's personnel records, a log of trainings attended. The log shall show, at a minimum, employee's name, date of employment, and the type and date of each training class attended. A transcript of training records shall be made available to the County upon request.

D. All training of the Contractor's staff shall be provided at the Contractor's sole expense.

E. At a minimum, employees shall receive training in those of the following areas pertinent to their assigned position:

1. General orientation areas of responsibility

2. Chemical usage and availability of Material Safety Data Sheets (MSDS) and how to use them

3. Tools and equipment, operation and safety

4. Safety issues, compliance with OSHA Act of 1970

5. Blood-borne pathogen safety program

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6. Sexual harassment

7. County recycling program

8. Customer Service Training: The Contractor shall, on an ongoing basis, provide effective customer service training for all personnel having public contact using corporate developed programs.

6.10 AOA Driver Training

Before the Contractor shall permit any employee to operate a motor vehicle on the AOA, the Contractor shall require such employee to have a current valid, appropriate Florida Drivers License and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida Driver's License.

6.11 Federal Agencies Right to Consent

The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding that may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Contractor in areas under the jurisdiction or control of such Federal Inspection Agencies.

6.12 Employment Related Examinations

The Department shall have the right to require the Contractor to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist the Contractor in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees.

6.13 Tips and Gratuities

Contractor, Contractor personnel, and any Subcontractor to this contract shall not solicit or accept, for any reason whatsoever, any gratuity from passengers, tenants, customers, or any other persons using the premises. Further, all items of value found by Contractor personnel or any Subcontractor during the performance of duties under this contract shall be immediately turned in to the Department's

Lost and Found office. The General Manager and Operations Manager shall be responsible for ensuring these policies are thoroughly understood by each employee and strictly enforced at all times.

6.14 Relationship of Parties

Officers, agents, and employees of the Contractor shall not be deemed to be employees of the County for any purpose whatsoever nor shall officers, agents and employees of the Contractor be deemed to be third party beneficiaries of this Agreement.

6.15 Wage Rates

All the Contractor's personnel working under the contract, whether full time (40 hours per week) or part time (less than 40 hours per week), shall be paid at least the County's established minimum Living Wage for their assigned position and/or shift. Living Wage is $10.29 with health benefits. The Contractor shall pay its personnel weekly for hours worked. Wage rates may be adjusted annually at the Department's discretion up to the CPI-U for the Miami-Fort Lauderdale Consolidated Metropolitan Statistical Area (CMSA).

6.16 Language Requirements

A. English and Spanish must be spoken fluently by at least one employee at all times at Contractor's administrative offices.

B. The Contractor's supervisors must be able to take instructions from Contractor's management or, in the event of an emergency, from the Department, and must be able to communicate fluently in English. The Contractor's supervisors and management personnel shall be sufficiently bi-lingual as to be able to properly control, supervise and communicate with its employees.

6.17 Time Clock

The Contractor shall provide a recording-type biometric time keeping system for use by all hourly employees. The installed location of the time clock shall be subject to approval by the Department. The Contractor shall require employees to clock in or out within a ten (10) minute span at shift change time; not earlier than five (5) minutes before or five (5) minutes after the specified time, unless some other procedure or time recording device is authorized in the approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirements for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate. The Department further reserves the right to monitor the sign in and sign out by employees.

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6.18 Other Agreements

After the award of this Agreement, neither the Contractor nor any of its employees may enter into agreements with any airport tenant for the performance of any janitorial work.

A. Subcontracting:

1. The Contractor's right to subcontract shall be governed by the provisions of the Contract as described herein.
2. Nothing contained in this Agreement shall be construed as creating any contractual relationship between any subcontractor and the County.
3. The Contractor shall be fully responsible to the County for the acts and omissions of a subcontractor and of its personnel as the Contractor is responsible for acts and omissions of persons directly employed by it.
4. From time to time the Department may request the Contractor to subcontract work, such as high window cleaning. The Contractor shall follow County's procurement processes in securing bids for such work and shall submit the bids to the Department for approval before authorizing such work to commence. After satisfactory completion of the work, as deemed by the Department, the Contractor will be paid for the cost of such work.

B. Additional Responsibilities

The Contract, if awarded, shall not be construed to create any exclusive rights with respect to any janitorial, maintenance or other services at the airport. The County may, in its sole discretion, award any additional work, whether in the existing work areas or in any addition to the existing work areas, or any additional area, to any third party, or such work may be performed by County employees. Contractor shall be expected to cooperate with any or all other Contractors who may be performing work in the area.

Any and all contracts or agreements to be entered into by the Contractor solely to support operations hereunder or relative to the provision of outside contract services shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

6.19 Alcohol and Drug Testing

The Contractor acknowledges that the County, as a public agency, has the obligation to establish a drug free workplace and to establish policies and

programs to ensure Airport safety and security. The Contractor acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittee, Licensee, Management Companies, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Contractor shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law/and or contract, the Contractor shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to other provisions of this Agreement, to operate any type or kind of vehicle on the AOA. The Contractor shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s), which may serve as a bar to the Contractor's implementation of its obligation hereunder. Notwithstanding the above, the Contractor specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

The Contractor shall maintain a drug-free workplace within the meaning of the Drug-Free Workplace Act. Contractor's employees shall be subject to drug testing by the Contractor upon reasonable suspicion of drug use.

6.20 Employee Fringe Benefits

Unless otherwise specified, the employee fringe benefits as specified herein and in the Technical Specifications apply to all full-time Contractor employees performing work under this Agreement. A full time employee is defined as one who works forty (40) hours per week.

The Contractor must provide those fringe benefits to its employees, as identified in the Technical Specifications and in accordance with the County's Living Wage Ordinance #99-44 and Section 2-8.9 of the Miami-Dade Code. The Contractor shall be paid for authorized Paid Days Off (PDO) at the employees' base rate of pay, that is with no differential pay, and shall include the PT&I. The Contractor shall provide a replacement for the absent Custodians and the County shall pay for the replacement Custodians including the PT&I.

A. Health Insurance Provisions:

The Contractor will provide basic medical insurance for all full-time employees with 90 continuous working days of employment. The Contractor shall follow County's procurement processes in securing quotes for the expenditure of health coverage for its employees and shall submit the quotes to the Department for approval before such purchase. Contractor shall be paid for actual costs upon providing the Department

with a list of eligible employees, each individual's plan, single or family monthly cost, copy of invoice from healthcare provider listing covered employees and type of coverage, and a copy of the cancelled check showing the provider was paid by the Contractor for the coverage.

ARTICLE 7 - SPECIAL PROVISIONS

7.01 Revision of Operating Programs

The Department is planning to implement a number of programs and improvements relating to services provided under agreements, including joint purchasing arrangements and back office computer systems integrated with other computer systems of the Department, and other programs impacting operations.

7.02 Policy and Procedures Manuals

Unless such already exist, in which case the Contractor shall comply with their requirements until the Department issues its approval as provided herein, the Contractor shall develop and submit to the Department for its review and approval such policy and procedures manuals, which, when approved, shall become the property of the County, as are necessary and appropriate to govern the operations hereunder.. Such manuals, without limiting the scope thereof, shall cover at least the following:

(A) All policies and procedures manuals related to operations requirements, back office support, integration with the Contractor's corporate systems and procedures, chemical and material specifications and requirements, maintenance and cleaning standards, safety programs, airport security and restricted access control, quality assurance, drug-free workplace policy, equal employment opportunity and diversified workplace program, and other programs or policies required to faithfully execute this Agreement;

(B) Employee Training Manuals;

(C) Courtesy policies governing the treatment of public and the handling of complaints; and

(D) Receiving and Inventory procedures.

(E) Safety Programs

7.03 Commodities and Equipment

The Contractor shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment required by the Agreement. The Department reserves the right to specify the types, quality and/or chemical compositions of expendable commodities and supplies, furnishing, fixtures and equipment.

7.04 Injury or Damage

A. Contractor shall promptly notify the Department of any incidents or accidents arising out of the performance of this Contract involving property damage or injury. Notice must include an assessment of any damage or injury which may result from such action.

B. Contractor shall, within 24 hours, complete any report forms required by the Department describing the incident or accident.

C. Contractor shall be responsible for all claims arising out of any such incident or accident as provided for in Article 12 of this Agreement.

D. Contractor's personnel shall immediately report all accidents or incidents to the Department's Operations Control Room. Unusual or catastrophic events involving personnel or equipment shall, within twenty-four (24) hours, be followed by a written report to the Department detailing the circumstances surrounding the event and the actions taken or to be taken by the Contractor.

7.05 (RESERVED)

7.06 Capital Inventories

On or before the effective date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and the Contractor will cause an inventory to be taken listing all equipment and vehicles with a cost or value in excess of $500.00 and having a normal useful life in excess of one year. The Contractor shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. The Contractor, throughout the term of this Agreement, shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing, of all additions to or deletions from the inventory. Following the completion of each inventory required herein, except that required prior to the effective date of this Agreement, the Contractor shall replace any missing equipment of same make, model and in same or better operating condition, as per Sub-Article 9.03.

7.07 Complaints

The Contractor shall respond promptly and courteously to all complaints received and shall promptly, no later than 10 days following receipt of a complaint, provide the Department with copies of all written complaints and the Contractor's response thereto.

7.08 Permits and Licenses

The Contractor shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder. The Contractor shall use its own sales tax identification number for the payment to the State of net sales taxes collected hereunder.

7.09 Right to Audit

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of the Contractor hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, contracts, work papers and supporting documents relating to, Contractor's activities, performance, and other pertinent information as may be determined to be needed or desired by the Department.

Contractor shall keep all books and records customarily used in this type of operation in a manner sufficient to substantiate information it has provided the Department. All records and documents requested by the Department shall be provided to Department within fourteen (14) days of written request.

All maintenance documents and logs produced or supplied by the Contractor for use by the Department, including a copy of all work papers of the Contractor, shall become the property of the Department to be used as the Department desires, without restrictions. The Contractor shall retain one copy of all documentation on site for a minimum of one year.

The County may at any time perform audits of all or selected operations performed by Contractor under this Contract. Upon request, the Contractor shall deliver all original documents and records pertaining to the janitorial services provided at the airport to the Department as it may specify from time to time in a record retention policy statement. If the book of accounts and records are kept at a location other than the airport, the County shall have the option at Contractor's expense to have said books and records brought to a location convenient to the County's auditors to conduct the audit as set forth in this section or to transport the County audit team to Contractor's headquarters for the purpose of undertaking

said audit without limitations as to time or frequency. Book of accounts and records shall include all relative electronic files. Contractor shall have thirty (30) days to deliver said book of accounts and records to the audit team. In the event Contractor fails to deliver said book of accounts and records within the time period prescribed, the County may assess a $100.00 per day penalty charge in accordance with "Compliance with Performance Standards" of the Technical Specifications. An audit report will be issued by the County or its representatives and forwarded to Contractor by certified mail or hand delivery. Contractor shall have thirty (30) calendar days from receipt of the Audit Report to comment in writing on the Audit Report. Failure of the Contractor to submit such written comments shall constitute acceptance of the Audit Report issued.

The Department may request all records relating to operations under this Agreement, without limitations as to time or frequency. All such original documents and records are the property of the County, held under the care and custody of the Contractor.

7.10 Inspections

A. The Department, either directly or through a third party, shall have the right to examine the work, materials and equipment used by the Contractor and to observe the operations of the Contractor, its agents, servants, and employees.

B. In the event the Department requests or conducts inspections or tests directly or through a third party, the Contractor shall immediately correct any life safety issues and correct or respond in writing to all comments or recommendations within thirty (30) days of receipt of the written inspection or test report. In the event that the Contractor does not agree with the findings of the Department or independent third party, the Contractor shall provide specific evidence to substantiate its disagreement.

7.11 Contract Measures

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

[APPLY SPECIFIC ZONE IN EXECUTED AGREEMENT]

<u>Subcontractor Goals:</u>

Zone 1: No Measure
Zone 2: SBE Set Aside
Zone 3: SBE Set Aside

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this Agreement. Refer to

Exhibit __, Miami-Dade County Small Business Enterprise Participation Provisions, for definitions, explanations and instructions.

7.12 Liquidated Damages; Deductions, Draw Down on Performance Bond and Penalties

(A) If the Contractor fails to perform its obligations hereunder in a timely manner, and actual damages resulting therefrom are incapable of determination, then, Contractor shall pay County the amount equal to 1/2 of 1% per day, of the annual total combined labor cost and the Monthly Fee per day as liquidated damages and not as a penalty.

(B) If the Contractor fails to perform its obligations hereunder in a timely manner, and actual damages resulting therefrom are capable of determination, then Contractor shall be liable to County for such damages.

(C) For default by Contractor, of either A or B above, County may offset against the next check owed to Contractor the amount of such liquidated damages or the amount of the actual damages, or may at County's option, draw down upon the Performance Bond submitted by Contractor under Article 11 in an amount equal to the actual damages determinable by County or in an amount equal to the liquidated damages specified above.

(D) All work performed and all materials furnished shall be inconformity with the contract requirements. In the event the County determines that the services performed or materials furnished by the contractor are defective, not in conformity with the contract requirements, or have resulted in an inferior or unsatisfactory level of service, the County shall order the contractor, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the contractor to comply, the County shall have the authority to correct the condition by other means, including the use of County employees or by separate contract. The costs of the action taken by the County to remedy the nonconforming situation/condition as determined by the County shall be deducted from any monies due or to become due the contractor under this contract.

(E) Notwithstanding the above notice provisions, if the County determines that a condition exists which may adversely affect the health or safety of a person or property, the County shall order the contractor to correct the condition immediately. Upon the refusal of the contractor to comply with the order or a determination by the County that the contractor is unable to correct the condition, the County shall have the authority to correct the condition by other means without further notice. Should the contractor fail to adhere to the specifications and requirements, the County may, at its option, withhold any payments due for such work until such time as the

nonconforming items are corrected. If the County has cause to correct a condition that, in the County's opinion, should have been done by the contractor, the County may elect to assess financial penalties and/or the additional cost to the County to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

(F) The Department will inspect and evaluate the quality of the Contractor's work performance. The Department will inspect to confirm that the Contractor's work complies with the requirements set forth in the contract, which includes the Technical Specifications and the Request for Proposal as supporting documents.

(G) The purpose of the inspections is to monitor the Contractor's performance with respect to the objective of maintaining a clean and safe environment for the airport's patrons and tenants. The Department intends for this to be a collaborative effort between the Department and the Contractor. The Contractor is encouraged to make available its management or supervisory personnel in conducting inspections, however, the Department reserves the right to make inspections as it determines are required to monitor the work under this contract. Inspections will be made at anytime and on any shift.

(H) The Department's goal is not to be punitive to the Contractor and allows for remedial actions by the Contractor, so that the Contractor can fulfill its responsibilities and not have deductions taken from its weekly payments.

1. Failure to Carry out Work: For each instance, $100.00 times the number of instances not completed when scheduled. In the event an inspection of work reveals that work was partially completed, or not completed satisfactorily when scheduled, the Contractor will be given written notice to correct or complete the work within 24 hours. Failure to correct or complete the work within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

2. Failure to Maintain, Complete or Deliver Reports, Records or Forms: $100.00 per occurrence or part thereof per item if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

3. Failure to Maintain Sufficient Stock of Supplies: $100.00 per occurrence or part thereof per item if not corrected within 24 hours. Failure to correct the restocking within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

4. Failure to Maintain Emergency Standby Supply Inventory as required by Article 9.03 C of the Agreement: $100.00 per occurrence or part

thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

5. Failure to Maintain Equipment On-Site, in Specified Quantities and Condition: $100.00 per occurrence or part thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

6. Failure to Maintain EPA-Approved Labeling, Warnings and Antidote Requirements for Chemicals As Per the Agreement: $100.00 per occurrence or part thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

7.13 Lost and Found

Contractor shall be responsible for ensuring that all articles found by its employees are promptly turned in to MDAD's Lost and Found.

7.14 Communication between the County and the Contractor

A. At the start of this contract, the Aviation Director will designate the Project Manager for this contract. The Project Manager may designate a representative to be responsible for day-to-day communication with the Contractor's General Manager.

B. The Project Manager shall monitor the quality of work performed, the manner of performance, rate of progress of the work and the acceptability of chemicals, supplies, tools and equipment furnished by the Contractor.

C. The Project Manager shall interpret the Technical Specifications with regard to, but not limited to, the Scope of Services, cleanliness standards and the Department's satisfaction with the level of Contractor performance of the Contract.

D. If the Contractor disagrees with the Project Manager's determination regarding any question or issue, the Contractor may request the matter be brought to the Aviation Director for final determination.

ARTICLE 8 - JANITORIAL SERVICES

8.01 Provision of Services

The Contractor shall provide janitorial services consistent with the provisions of this Agreement and, as directed, requested, and/or implemented by the Department and consistent with the Technical Specifications Parts 1 & 2, all of which are incorporated herein and made a part hereof.

The Contractor represents that it has examined and/or investigated the site conditions, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Agreement Documents, and Technical Specifications Parts 1 & 2, and acknowledged that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under this Agreement.

8.02 Repair of Damage

The Contractor shall repair all damage to the facilities that may be caused by any of its employees, its actions or omissions. Repairs will be to a "like new" condition, will match adjacent areas, and are subject to approval of the Department.

8.03 Corrective Action

If in the opinion of the Department services are not being properly provided by the Contractor, the Department may so advise the Contractor who shall take immediate corrective action. Failure to provide immediate corrective action, or repeated failures to comply with Contractor's requirements hereunder even if immediately corrected, shall subject the Contractor to liquidated damages under Sub-Article 7.12 herein.

8.04 Recycling Program

A. The Department may choose to develop a recycling program for office paper, corrugated paper, newsprint, glass and aluminum individually or as part of a comprehensive recycling program.

B. Contractor will support such program by ensuring that all of its employees are trained on how to identify recyclable products, and of the requirement that they place such products in appropriate recycling containers or balers.

C. Contractor shall be required to collect, sort, and package recyclable products or materials in coordination with the Project Manager.

8.05 Cleaning Chemicals

A. Contractor shall be responsible for providing and maintaining an adequate supply of cleaning chemicals necessary to complete the work.

B. All cleaning products used in performing the work under this Contract shall meet the County's Technical Specifications and shall conform to and be used in strict compliance with all federal, state and local environmental and safety laws and regulations.

C. All approved cleaning chemicals shall have:

1. A label which contains instructions for use and antidotes for misuse.

2. A Material Safety Data sheet on file and accessible to Contractor's employees.

D. The Contractor is restricted from using chemicals containing ammonia, chlorine, bleach or powdered abrasive cleaners without permission from the County.

8.06 Waste Removal

A. Contractor's personnel shall dispose of all collected waste in accordance with the County's instructions at specific sites designated for this purpose.

B. The County may institute a comprehensive recycling plan for the Airport. If such plan is adopted, the Contractor's personnel will cooperate in every respect with the program.

ARTICLE 9 - Materials, Supplies and Equipment

9.01 Contracts Assignable

All contracts, purchase agreements and purchase orders entered into by the Contractor for the purchase of goods, capital equipment and services, pursuant to this Article or otherwise pursuant to this Agreement, shall be assigned by the Contractor to the County or others as designated by the Department, upon the request of the Department and upon termination of this Agreement. All such contracts, purchase agreements and purchase orders shall contain language acceptable to the Department, reflecting that they are assignable as provided herein. Upon such assignment, the Contractor shall be relieved from any further responsibility to the County under such contracts, agreements and orders.

9.02 Materials and Supplies

Materials and supplies to accomplish the work shall be furnished by Contractor. At a minimum, the materials used for the work shall conform to the requirements of the Technical Specifications. Unless otherwise specified, all materials and supplies to be used at the inception of the Agreement must be new.

Any materials, supplies or assembly that do not conform to the requirements of the Contract shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected materials, supplies or assembly from the work site, unless otherwise instructed by the Department.

9.03 Equipment and Supplies

A. Contractor shall furnish all equipment, tools, materials, and supplies including toilet tissue, toilet seat covers, plastic liners, paper towels, and hand soap. Minimum specifications for such items are listed in the Technical Specifications.

B. A complete list of cleaning materials, supplies, and equipment to be used by the Contractor shall be submitted to the Department prior to beginning work. The list must show generic type, brand name, model number (if applicable), product name (if applicable), and catalog number. In the case of cleaning chemicals, a copy of the Material Safety Data Sheet must be provided. The Contractor shall maintain, in the designated storage areas, at least the minimum quantities shown below in Paragraph C.

C. Contractor shall maintain an Emergency Standby Supply Inventory on site at all times. This inventory is in addition to any day to day inventories required to service the Contract and shall be subject to "no notice" audits and verification by the County at any time. A minimum of the following items shall be "on-hand" at all times, unless otherwise authorized by the Deparment:

1. Paper Towels - 100 Cases
2. Toilet Tissue - 50 Cases
3. Toilet Seat Covers - 20 Cases
4. Lotion Type Hand Soap - 30 gallons

Contractor shall be assessed a penalty as provided in sub-article 7.12for failure to maintain the Emergency Standby Supply Inventory at all times .

D. Minimum Contract equipment requirements are specified in the Technical Specifications. All equipment shall be new at the beginning of this Contract, and shall be maintained in good, clean, totally functional operating condition at all times throughout the term of this Contract. Certain equipment so designated in the Technical Specifications

Equipment List shall be replaced at the Contractor's expense with new equipment at the Contract midpoint and at the start of any subsequent extensions of the Contract, if so directed by the Department. Additionally, an evaluation of all other equipment shall be periodically completed by the County and any equipment judged as unsatisfactory, shall be replaced by the Contractor at the Contractor's expense. Contractor shall be assessed a penalty as provided in sub-article 7.12 per piece of equipment, for any Contract specified equipment that is not on-hand and fully functional during the term of this Contract, unless otherwise agreed upon in writing by the Department.

E. The Contractor is responsible for the safety of its employees, other Airport employees, the public, and the protection of property regarding any claims related to the equipment and supplies furnished under the terms of this Contract.

F. The Contractor shall store all supplies, materials and equipment in storage areas and custodial closets designated by the Department. The Contractor shall keep these areas neat and clean at all times and in accordance with all applicable fire regulations.

G. The County shall provide the Contractor with an initial inventory of restroom maintenance spare parts sufficient to support the Maintenance Worker position and shall replenish same on a one for one for inventory replacement basis. The Contractor shall be responsible for providing the required hand tools necessary for this maintenance position. Contractor shall be responsible for complete inventory control and shall be responsible for the costs of replacing any unaccounted for shortages. Replaced inoperative and/or broken parts are to be submitted to the Department's Maintenance Division. At a minimum, the Contractor shall complete, document, and forward to the County a monthly inventory of the spares parts in stock.

ARTICLE 10
NOT USED

ARTICLE 11 - Bonds

Performance Bond: Not later than twenty (20) calendar days of the effective date of this Agreement, the Contractor shall provide a Performance Bond from a surety meeting the qualifications set forth herein, in the amount of $100,000 for Zone 1, $10,000 for Zone 2, and $10,000 for Zone 3. [USE SPECIFIC ZONE IN EXECUTED AGREEMENT] The Bond shall be kept in full force throughout the term of this Agreement. The Bond shall be submitted in a form approved by the Department. The Department may increase or

decrease the amount of the Bond based upon experience and the potential for loss based on improper or nonperformance by the Contractor.

ARTICLE 12 – Indemnification

The 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 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.

ARTICLE 13 - Insurance

13.01 Insurance Required

Not later than twenty (20) days after the effective date of this Agreement, the Contractor shall obtain all insurance required under this Article and submit original policy to the Miami-Dade Aviation Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the term of the Agreement.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Contractor's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the County determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Contractor must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Zone:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Comprehensive General Liability in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $1,000,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is the Contractor allowed on the Airside Operation Area without increasing automobile coverage to $5,000,000 as approved by MDAD Risk Management.

The County in its sole discretion shall have the right to reject any insurance coverage described in sub Article 13.01 (B), and (C) above which contains a deductible, line of credit, self-insured retention, or fails to provide the coverage required by this Agreement. Nothing herein will relieve the Contractor of liability assumed by this Agreement.

13.02 Insurance Classifications

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Contractor under this Agreement.

13.03 Certificates of Insurance

The Contractor shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate that:

a) the Contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require the Contractor to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Contractor.

13.04 Certificates of Renewal

The Contractor shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to the Contractor. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, the Contractor shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve the

Contractor of its liability and obligation under any other portion of this Agreement.

13.05 Certificates of Continuity

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the lease period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

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, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD Risk Management.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

13.06 Cancellation of Insurance

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

13.07 Other Insurance Indemnification

The Contractor represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

13.08 Contractor Liable

Compliance with the requirements of this Article 13 shall not relieve the Contractor from its liability under any other portion of this Agreement.

13.09 Right to Examine

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments,

exclusions, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Department.

13.10 Personal Property

Any personal property of the Contractor, or of others, placed in the Zone shall be at the sole risk of the Contractor or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

13.11 Survival of Provisions

The provisions of this Article 13 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 - Assignment

14.01 No Assignment, Subletting or Sale of Controlling Interest

The Contractor shall not assign, transfer or sell its controlling interest ("Ownership"), or pledge or otherwise encumber the Agreement or any of the rights, privileges and obligations of the Contractor hereunder, without approval of the Department.

ARTICLE 15 - Trademark and Licenses

The County may from time to time, permit the Contractor to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a non-exclusive license executed by the Contractor and the Department, on behalf of the County, granting the Contractor the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees thereof; the County may likewise license from the Contractor the use of certain trademarks which the Contractor has previously created, without a requirement for the payment of any additional fees or compensation to the Contractor for such license. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or other intellectual property in the using party.

ARTICLE 16 - Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport, which results in the curtailment or discontinuance of services performed hereunder, the Department shall have the right, during said period, to cause the services required to be provided under this Agreement to be performed by others without liability to the County or the Contractor. During such period, this Agreement may be abated or terminated at the discretion of the County.

The Contractor shall use all reasonable care consistent with its rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors.

ARTICLE 17 - Termination by the County

The Department, at any time during the initial term of this Agreement or extension thereof, upon thirty (30) days written notice to the Contractor, may terminate this Agreement without stated cause or liability to the Contractor.

17.01 Automatic Termination

This Agreement shall be automatically terminated upon the occurrence of any of the following:

A. Abandonment by the Contractor of, and unless approved in advance by the Department, discontinuance of operations hereunder for more than twenty-four (24) hours.

B. Unless waived by the Department in writing, the bringing of any action by the County against the Performance Bond required pursuant to Article 11 hereof.

17.02 Default Termination

The County shall have the right to terminate this Agreement upon not less than five (5) days written notice to the Contractor, upon occurrence of any or more of the following, unless the same is cured within the notice period.

A. Failure of the Contractor to properly deposit monies or to provide reports, receipts, records, and books of accounts, summaries or audits as required under this Agreement.

B. The conduct by the Contractor of any business, offering of any service or sale of any service or product not specifically authorized herein.

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C. Non-performance by the Contractor of any other covenant of this Agreement (the period of time granted by the Department for a cure of defaults in this instance shall be reasonable based upon the circumstances, in the judgment of the Department).

D. The occurrence of an illegal act while performing services or within the Zone of which the Contractor had prior knowledge or could reasonably have been expected to have prior knowledge of and failed to correct and bring to the attention of the Department or other competent authority.

E. The entering by the Contractor into any agreement, understanding, arrangement, or contract, whether written or oral, for referral of customers or potential customers to hotels, restaurants, shops, entertainment or services off the Airport.

17.03 Other Termination

The County or the Contractor shall have the right to terminate this Agreement upon five (5) days written notice to the other party, without liability by one party or the other, at any time after the occurrence of one or more of the following:

A. Issuance by any court of competent jurisdiction of an injunction substantially restricting continuance of the provision of services by the Contractor under this Agreement.

B. Assumption by the United States Government or any authorized agency thereof or any governmental agency, of the operation, control or use of the Airport facilities or any substantial parts thereof, in such a manner as to substantially restrict services and operations under this Agreement.

C. Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an Act of God, the public enemy or other circumstances.

17.04 Condition of Award Requirements

a) Disability Nondiscrimination

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Contractor shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Contractor or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

b) Family Leave

Pursuant to County Resolution No. R-183-00, the Contractor shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

c) Domestic Leave

Pursuant to County Resolution No. R-185-00, the Contractor shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution, may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

d) Currently Due Fees and Taxes

Pursuant to Section 2-8.1(c) of the Code, the Contractor shall, as a condition of award, verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Contractor, have been paid. Failure to comply with this requirement may result in debarment.

e) Drug Free Workplace

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this requirement may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

f) Current in County Obligations

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Any contract or transaction entered into in violation of Section 2-

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8.1(h) of the Code shall be voidable. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

g) Code of Business Ethics

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Contractor and the County, submit an affidavit stating that it has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. If the Contractor fails to submit the required affidavit, it shall be ineligible for contract award.

ARTICLE 18 - Termination by the Contractor

At any time during the initial term of this Agreement or extension thereof, the Contractor, upon three hundred sixty-five (365) days advance written notice to the Department, may terminate this Agreement without stated cause or liability to the County.

The Contractor shall have the right to terminate this Agreement upon the occurrence of any one or more of the following, unless cured within the notice period:

(A) Upon not less than ten (10) days written notice to the Department, for failure of the County to make any payment to the Contractor, within twenty (20) days of the due date; provided all or part of a particular payment is not being questioned, objected to or contested by the Department, in good faith, and provided the County does not make an appropriate partial payment for the uncontested portion of the payment.

(B) Upon not less than thirty (30) days written notice to the Department, for any other breach by the County of any other material terms, covenants or conditions of this Agreement and failure to cure, etc.

ARTICLE 19 - Damage or Destruction to Zone

If, in the sole determination of the County, the Zone or a substantial portion thereof are rendered unfit or unusable for the use and purpose for which this Agreement is granted, without fault on the part of the Contractor, the Department shall have right to terminate this Agreement, upon five (5) days notice in writing, without liability to the Contractor.

ARTICLE 20 - Nondiscrimination

20.01 Employment Discrimination

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, national origin, religion, ancestry or disability. The Contractor shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to provisions pertaining to employment (42 U.S.C.12101)

20.02 Nondiscriminatory Access to Service

The Contractor, for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant of this Agreement: (1) that no person on the grounds of race, color, age, sex, religion, national origin, ancestry or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the services or Zone provided hereunder; (2) that in the furnishing of services hereunder, no person on the grounds of race, color, age, sex, religion, national origin or ancestry, or disability shall be excluded from participation in denied the benefits of or otherwise be subjected to discrimination; and (3) that the Contractor shall use the Zone and provide services in compliance with the Americans with Disabilities Act (42 U.S.C.12101) and all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

20.03 Breach of Nondiscrimination Covenants

In the event it has been determined that the Contractor has breached the nondiscrimination covenants contained in Sub-Articles 20.01 and 20.02 above, pursuant to the complaint procedures in the applicable Federal Regulations, and the Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Sub-Article 20.02 hereof.

ARTICLE 21 - Rules and Regulations

The Contractor, notwithstanding anything to the contrary contained herein, shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Miami Dade County, Florida, as the same may be

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amended from time to time, Operational Directives issued there under, all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs development in compliance therewith, which may be applicable to its operations or activities under this Agreement.

21.01 Violations of Rules and Regulations

The Contractor agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, employees or invitees, have violated any law, ordinance, regulation or rule, described in Sub-Article 21.01 above and any plan or program developed in compliance therewith. The Contractor further agrees that the substance of this Sub-Articles 21.02 and 21.01 above, shall be included in every contract activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

ARTICLE 22 - Civil Actions

22.01 Governing Law/Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami Dade County, Florida and any action to determine the rights or obligations or the parties hereto shall be brought in the courts of the State of Florida.

22.02 Notice of Commencement of Civil Action

In the event that the County or the Contractor commence a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Agreement, the Contractor agrees to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4-c, Federal Rules of Civil Procedure. In such event the Contractor agrees to submit to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

Upon the Contractor: by personal service or by Certified Mail, Return Receipt Requested, upon General Manager or party indicated in Sub-Article 24.09 on behalf of the Contractor.

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In the event that the Contractor raises an objection to service of initial pleadings provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to the County in such action, prior to answering the complaint.

22.03 Registered Office Agent: Jurisdiction

Notwithstanding the provisions of Sub-Article 22.02 above and in addition thereto, the Contractor shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes, If the Contractor is a natural person, he and his personal representative submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 23 - Actions at Termination

23.01 Surrender of Facilities

On or before the termination date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, the Contractor shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies, parts and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

23.02 Amounts Due and Payable

Upon termination of this Agreement, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be canceled, shall be assigned by the Contractor to the County or such other party as the Department shall designate.

23.03 Removal of Personal Property

On or before the termination date of this Agreement, the Contractor shall remove all its personal property from the Zone. Any personal property of the Contractor not moved in accordance with this Sub-Article, may be removed by the Department for storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

ARTICLE 24 - Other Provisions

24.01 Payment of Taxes

The Contractor shall pay any taxes lawfully assessed against the Contractor arising out of its operations hereunder; provided however that the Contractor shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceeding instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default pursuant to Sub-Article 17.02.

24.02 No Possessory Interest

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the airport, the facilities, the improvements or the personal property of the County described herein on the Contractor nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and the Contractor.

24.03 Rights to be Exercised by the Department

Whenever in this Agreement rights are reserved to the County, the Department may exercise such rights.

24.04 Administrative Modifications

It is understood and agreed that the Department, upon written notice to the Contractor, shall have the right to modify administratively and to revise the payment procedures, contained in this Agreement other technical requirements hereof, and the Exhibits hereto; provided however such revisions shall not have a materially adverse effect on the right of the Contractor to be paid for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder, or on the security of the funds and assets of the County.

24.05 Approvals

Whenever in this Agreement, approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action, It is understood by the parties hereto that due to the nature of this Agreement, where time may be of the essence, certain requests by the Department for services or actions by the Contractor may have to be requested orally. The County shall not be bound by such oral requests unless such oral requests are made by a representative of the Department so designated from time to time in writing by the Director or Deputy Director of the Department.

24.06 Rights of County at Airport

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the airport. The County shall in the exercise of such right, be free from any and all liability to the Contractor.

24.07 Federal Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

24.08 Notices

Any notices given under provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested to:

To the County:
Director
Miami Dade Aviation Department
Post Office Box 025504
Miami, FL 33102-5504

To the Contractor:

_____
_____
_____

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

24.09 Severability

If a Court of competent jurisdiction holds any provision of this Agreement of the application thereof to either party to this Agreement invalid, such invalidity shall

not affect other provisions of this Agreement that can be given effect without the valid provision and to this end, the provisions of this Agreement are severable.

24.10 Authorized Uses Only

Notwithstanding anything contrary herein, the Contractor shall not use or permit the use of the Zone or the Airport for any illegal or unauthorized purpose, nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of the Contractor under this Agreement.

24.11 No Waiver

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Contractor, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Contractor.

24.12 Right to Regulate

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Contractor or its operations.

24.13 Entirety of Agreement

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

24.14 Inspections

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof have the right of access to the Zone at all times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

24.15 Independent Private Sector Inspector General

The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and the County in connection with this Agreement. The scope of services performed by the IPSIG may include but not limited to, monitoring and investigating compliance with specifications of this Agreement; costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the Agreement process, including but not limited to, design, establishment of bid specifications, bid submittal, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon seven (7) days written notice to the Contractor from the IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control, which in the IPSIG's sole judgment, pertain to performance of this Agreement including but not limited to Agreement files, Amendment files, worksheets; proposals and agreements from and with all contractors and suppliers; all related correspondence, memoranda, instructions, financial documents and bid and contract 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.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all contracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

Nothing in this section shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

24.16 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. The audit cost shall be included in total Contract amount.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal

services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under $1,000; (i) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (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 of one percent (0.25%) 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 Department contracts including, but not limited to, those contracts specifically exempted above.

24.17 Heading

The headings of the various Articles and Sections of this Agreement and its Table of Contents are for convenience and ease of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

24.18 Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. These provisions shall not constitute a waiver of any conditions of Article 12 hereof.

24.19 Performance

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by the Contractor to complete performance within the time specified or within a reasonable time, if not time as specified herein, shall relieve the County of any obligation to accept such performance.

24.20 Living Wage

The Contractor shall comply with Section 2-8.9 of the Code of Miami Dade County. The Contractor shall pay its covered employees the applicable hourly Living Wage rate and comply with the administrative and records keeping required. The Contractor shall also ensure that its Contractors and subcontractors comply with this Sub-Article and Exhibit C, Living Wage Supplemental General Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

_____
(Legal Name of Corporation)

ATTEST:

Secretary_____
(Signature and Seal)

By: _____
Contractor - Signature

_____
(Type Name & Title)

Name: _____

_____
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

_____

Name of Managing Joint Venturer:

_____

By: _____
Signature of Authorized Representative of the Joint Venture

Attest:

Witness:_____

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

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BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

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EXHIBIT A, ZONE MAP

SECURITY SENSITIVE

INFORMATION DOCUMENT

(NOT ATTACHED)

EXHIBIT B,
PART 1

SECURITY SENSITIVE

INFORMATION DOCUMENT

(NOT ATTACHED)

MIAMI-DADE COUNTY AVIATION DEPARTMENT
MIAMI, FLORIDA

MDAD JANITORIAL SERVICES CONTRACT

TECHNICAL SPECIFICATIONS
EXHIBIT B – PART 2

February 28, 2008

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I. OVERVIEW OF JANITORIAL PROGRAM REQUIREMENTS AND PROGRAM RELATED DEFINITIONS

Contractor will provide an on-site management team, supported by corporate management, resources and regular oversight that will provide high standards of cleanliness and infection/bacterial control through the development and execution of an approved and effective janitorial service program at Miami International Airport and its properties.

TASKS, ACTIVITIES AND COMPETENCIES

The airport's terminal and properties require cleaning and daily Policing, with an emphasis on restroom service and sanitation. Work must be performed in a safe manner that protects airport employees and patrons and helps to provide for continuous operation of the facilities in the event of an emergency. It also requires the ability to analyze work requirements and develop procedures for cleaning and preserving the airport's surface areas. The Contractor must possess a thorough knowledge of cleaning equipment, chemicals and techniques. The Contractor must know how to budget for, document, and account for all of the expenditures required to fulfill this contract. The following minimum tasks, activities and competencies are required of the Contractor under this contract:

1. A competent and effective management team, headed by an industry-experienced General Manager. The management team members must be well trained, skilled and able leaders of the Contractor's janitorial program.

2. Supportive corporate or regional management and technical personnel who regularly visit the contracted MDAD facilities, to ensure compliance with the contract and ever-improving standards. External management personnel, who represent the Contractor's corporate office, must be available on short notice in the event of an emergency or serious infraction, in addition to regularly scheduled visits which will be planned according to a schedule that has been presented to and approved by the Department.

3. Competent and responsive management team who will assist the Department in meeting the needs of the County in providing outstanding service to the patrons of Miami International Airport and MDAD facilities.

4. Enlightened and dedicated management and supervision who will:

   - Ensure a positive and wholesome climate of worth, motivation and equal opportunity to all of the janitorial employees.
   - Ensure and encourage the employees to achieve excellent results and develop a sense of responsibility, resulting in effective and efficient performance standards.

5. Technical back-up and research in order to ensure the best processes, efficiency and results for the benefit of the County and airport facility patrons.

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6. The Contractor is expected to have experience in the evaluation, testing, selection, care and use of supplies and equipment which meet the requirements set forth under this contract. The Department maintains the right at all times to set material and equipment standards and specifications. The Department reserves the right to test and select materials and equipment. The materials and equipment purchased by the Contractor for use under this contract must be approved by the Department.

   - The Contractor agrees to maintain the supplies and materials in safekeeping, in an orderly manner, with adequate security and control. The Contractor shall be responsible for maintaining proper supply and material usage instructions and Right-to-Know information including, but not limited to, Material Safety Data Sheets, Chemical Hazard Warning and Emergency Notification, and Incompatible Substance information and warnings.

   - The Contractor shall maintain an up-to-date listing of all equipment, individually numbered. The Department shall pre-approve all equipment purchases. Bumper guards and other surface protection are required to prevent marking or scratching of fixtures, furnishings, and/or building surfaces.

7. Continuity of day-to-day management, 52 weeks a year, regardless of vacation, long-term illness, etc.

8. Scheduling consistency to ensure that the required daily jobs are filled each shift and day, and work is completed as scheduled within the week that they are scheduled.

9. Flexibility of program design and responsiveness in order to meet the demands of a fluid and challenging work environment.

II. STANDARDS OF APPEARANCE

The performance standards for routine custodial work are intended to describe the routine cleaning tasks and frequencies for the most common housekeeping tasks that will be performed on a frequent basis. The Contractor shall perform all services to the highest standard of performance recognized by custom and usage in the industry.

CATEGORIES OF CLEANING

Routine Cleaning	Cleaning functions that keep the appearance and sanitation at an acceptable level, but may not be sufficient to keep areas at their optimal levels without the periodic application of more aggressive cleaning methods. This cleaning includes all tasks detailed in the Performance Standards for Routine Cleaning.
Project Cleaning	The periodic services that are intended to clean to a "like-new" condition. This service includes, but is not limited to, high dusting, wall washing, deep extraction of carpets, steam cleaning, complete stripping and refinishing of hard floor surfaces, and other detailed services not included in daily Routine Cleaning. This work will be performed at no extra charge and will be paid as per the Labor and Wages Portion of the Price Proposal Schedule.

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APPEARANCE STANDARDS FOR ROUTINE CLEANING

Aircraft Loading Bridges

Loading bridges shall be cleaned using a cloth and neutral detergent solution, damp wiping the inside panels and cab area. A dry cloth shall be used to polish metal surfaces to a shine. Entrance doors will be kept clean, free of streaks, smudges and stains. Door mats and door tracks will be damp wiped clean, free of surface or embedded gum, debris, sand, soil, grime, spots, liquids. Corners and edges will be free of build-up. Carpets will be thoroughly vacuumed, free of spots and stains.

Carpets

Each day, by the end of the night shift, when routine and Project cleaning are performed, the carpet condition will be as follows:

a. Free of all loose or embedded gum.
b. Free of all spots, except for those that have been identified as "permanent."
c. Thoroughly vacuumed in all areas.
d. No dust build-up at, or around, carpet edges, corners, chair bases, or other objects that are place on the carpet.

Contractor will develop and submit to the Department, a carpet maintenance program that will provide for the removal of surface and embedded sand, soil, stains, spots, and bacteria on a regular and frequent schedule in order to ensure an acceptable appearance, and to remove soil that would shorten the useful life of the carpets.

Carpets (spot cleaning)

Carpet spots should be removed daily in accordance with the manufacturer's recommendation to ensure spots and stains are removed from carpets. Spot cleaning shall be attempted only after the carpet has been completely cleaned and vacuumed.

Curbside Areas (Adjacent to terminal)

Curbside areas will be kept litter free. Seating and floor surfaces kept free of embedded gum, debris, sand, soil, grime, spots, liquids. No build-up on edges, wall and column bases. Ashtrays empty and kept clean, free of surface stains and embedded gum. Pressure washing will be done according to schedule (see pressure washing frequency) and in close coordination with the Landside Operations Division.

Custodial Rooms

Custodial rooms must be kept clean and maintained free of odors at all times. Entrance doors must be kept closed at all times, except when actively working in the room. All

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work materials must be kept out of passenger and/or public view. Non work-related materials as well as trash shall not be stored in these rooms.

Drinking Fountains - Cleaning and Disinfecting

Drinking fountains shall be disinfected using germicidal detergent or crème cleanser. All obvious soil, streaks, smudges, etc. shall be removed from the drinking fountains and cabinets. All polished metal surfaces including the orifices and drain shall be clean and free of build up. Janitorial staff shall report any leaks or malfunctions to their supervisors. After cleaning, the entire fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

Dusting and Furniture surfaces

Use a lightly treated dust cloth, lightly treated hand-held dusting tool, lambs-wool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools to remove all dust, lint, litter, dry soil, etc., from the horizontal surfaces of desks, chairs, file cabinets, and other types of furniture and equipment, and from horizontal ledges, window sills, blinds, hand rails, etc. Items on desktops are not to be disturbed. After regular dusting, all such surfaces shall have a uniform appearance, be free of any streaks, smudges, dust, lint, or litter. Dusting shall be accomplished by removal of soil from the area – not by displacing it from one surface to another. Desktops, laboratory counter tops, tile cabinets and the like, shall be completely cleared before dusting.

In stairwells, the tops and sides of any exposed, wall mounted lighting fixtures shall be dusted weekly, as well as the tops of suspended light fixtures in other areas of the buildings.

Elevators

On a daily basis, elevators shall be cleaned using a cloth and neutral detergent solution, damp wiping the inside and outside of the elevator doors and elevator walls. A dry cloth shall be used to polish metal surfaces to a shine. The desired results are as follows:

a. All stainless steel, Formica, and elevator panels clean, free of spots, smudges, stains and streaks.
b. Floors are to be free of gum, sand, dirt, soil, liquids.
c. No build-up in corners or edges.
d. No odors.
e. Door tracks clean and free of debris.

On a weekly basis, vacuum and damp wipe ceiling vents in the elevator. Vacuum the door tracks, clean with metal polish to a shine. Complete wash of all stainless steel surfaces, and polish to a shine.

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Escalators and Moving Sidewalks

On a daily basis, using a soft cloth and neutral detergent solution, spot clean the insides of the escalator or moving sidewalk to remove hand prints, smudges, stickers, gum and other visible soil. Stubborn soil may be removed with a stainless steel cleaner. Do not use green pads or abrasive cleansers. A dry cloth shall be used to polish metal surfaces to a shine. Using a push broom or wide deck brush, sweep treads to remove all foreign material. Damp mop entry exit platforms to remove visible soil, gum, stickers, etc.

Furniture, Fixtures, Walls, Partitions, Doors, etc.

Use a clean cloth and spray bottle of neutral detergent, germicidal detergent, or glass cleaner to remove fingerprints, smudges, marks, streaks, etc., from washable surfaces of walls, partitions, doors, desks, laboratory counter tops (must be completely cleared), furniture, fixtures, appliances, etc. Germicidal detergent shall be used in restrooms and drinking fountains. Crème cleanser shall be used on hard-to-remove spots. After spot cleaning, there shall be no streaks, spots, or other evidence of removable soil. This includes both sides of glass in exterior doors and vestibules and in offices.

Hard Surfaces (Floors)

Policing of hard surfaces will be done at all times to ensure that streaks, smudges, spills, gum and loose materials are removed. The floor will be kept in a clean and presentable manner at all times. Each day, by the end of the night shift, when routine and heavy cleaning is performed, the condition of hard surfaces will be as follows:

a. Free of all loose or embedded gum, labels or sticky residue.
b. Free of all deep surface scratches and abrasions that haze the floor's appearance.
c. Floors will have a clear luster produced by floor finish that has been maintained to an "as new" condition.
d. Free of spots and finish discoloration.
e. No dust or grime build-up at, or around, floor surface edges, corners, chair bases, stations, or other objects that are placed on the floor.

Mop Cleaning and Disinfecting

Prior to being damp mopped and disinfected, floor surfaces shall be swept or dust mopped. A wet mop, mop bucket and wringer, and a germicidal detergent solution shall be used to remove soil and non-permanent stains from the entire area. The detergent solution shall be changed periodically and remain clear. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc. shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands remaining in the area.

Office Cleaning

Clean loose dirt and debris from resilient floors with dry mops. Clean offices to include desks, chairs, tables, file cabinets, lamps, telephones; vacuum rugs. Dust all surfaces which can be reached from floor level. Remove spots and smudges from doors, woodwork, wall partitions, and glass surfaces. Spot clean and damp mop floors. Vacuum carpeted areas and remove stains as necessary. Clean all metal and Formica surfaces.

Parking Garages

Parking areas shall be kept free of surface or embedded gum, debris, sand, soil, grime, spots, liquids, and free of oil. Pressure washing will be done according to schedule (see pressure washing frequency) and in close coordination with the Landside Operations Division.

Ramp Areas

Ramp areas (from the buildings to the "Fuchsia" aircraft containment line) will be kept free of all "Foreign Object Debris" (FOD), litter, embedded gum, debris, sand, soil, grime, spots.

Rearranging of Furniture as Required

All furniture, desks, and the like moved by the housekeeping worker during the performance of the work shall be returned to its appropriate location. Additionally, all other office furniture such as chairs and waste receptacles shall be returned to their appropriate locations. Furniture must be placed in specified locations and missing items be reported. All furniture such as desks, chairs, tables, and the like in classrooms must be returned to their original or specified configurations, as designated by the Department, after every cleaning (every night).

Restrooms

Restrooms are to be maintained clean, free of odors, and fully stocked with supplies at all times.

a. Toilets seats and all porcelain surfaces shall be thoroughly cleaned, disinfected, and swabbed with sanitizer. Before leaving each stall, clean the partitions and the doors. Wipe both side of the door and door latch. Where stainless steel doors are present, clean with a dry cloth and polish to a shine.

b. All sinks and fixtures shall be thoroughly cleaned and disinfected with sanitizer. No dust or grime build-up shall be present ant any time.

c. Clean and check all soap dispensers and refill if less than half full. Test each for proper operation. The soap used shall be resistant to bacterial growth, have no bacteria, or odor from bacteria.

d. Walls, partitions and mirrors will be kept free of spots, stains, streaks, fingerprints and smudges at all times.

e. Floors will be thoroughly cleaned and mopped with sanitizer to ensure no build-up along edges, around toilets, partitions or urinals. Floor grout will be kept in like new condition and free of stains. Floors will be sealed as needed to prevent staining.

f. Paper towel, toilet tissue and toilet liner dispensers will be kept fully stocked and completely cleaned with sanitizer, free of spots, stains, streaks, fingerprints and smudges.

Stainless Steel

All stainless steel surfaces will be cleaned and kept free of spots, smudges, stains and streaks at all times.

Stairways

Stairways shall be kept litter free. Embedded gum, debris, sand, soil, grime, spots and liquids shall be removed daily or as soon as reported. Urine and urine odors shall be neutralized as soon as reported. Handrails shall be damp wiped using a neutral detergent solution. Other surfaces, including doors, kick plates, jambs and thresholds shall be cleaned to remove hand prints, smudges and other visible soil.

Ticket Counters and Gate Podiums

Policing of ticket counters and gate podium will be done in a manner which will not interfere with airline operations. Ticket counters, podiums and backdrop surfaces will be cleaned using a damp cloth and neutral detergent solution to remove hand prints, smudges, and other visible soil. Wipe dry leaving no streaks or residue on the surface. Trash and trash receptacles within the ticket counters and gate podiums will be removed when half full.

Trash Receptacles

Trash receptacles will be kept free of debris, liquid or food on interior and exterior surfaces. Surfaces shall be thoroughly cleaned, disinfected and kept free of fingerprints, smudges and odors at all times. Receptacles shall be emptied when they are half full and trash transported to designated dumpsters. The Contractor will follow County recycling programs.

Trash Removal

All waste receptacles and other trash containers within the area shall be emptied and returned to their designated locations. All waste from such trash receptacles shall be removed from the area and placed at a designated location in such a manner as to prevent

the adjacent area from becoming littered by such trash. The exterior of waste receptacles shall be damp wiped with germicidal detergent solution from a spray bottle and a synthetic fiber cloth to remove evident soil. A lotion type cleanser and an abrasive pad shall be used to remove stubborn soils. All plastic liners that are torn or obviously soiled shall be removed from trash receptacles and replaced with new plastic liners. The liners shall be folded back over the rim of the receptacle and made secure.

Recycling containers shall be removed to the assigned location at least weekly, or more often, depending on the amount of recycling materials contained in the containers. All solid waste removal and collection of recycling materials shall conform to the Recycling Policies and Procedures.

Vacuuming

Carpeted areas shall be completely vacuumed; collect surface soil and embedded grit from all areas accessible to a carpet vacuum cleaner. Chairs and trash receptacles should be tilted or moved as necessary to vacuum underneath. Additionally, as necessary, to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to an upright carpet vacuum cleaner, a crevice tool and brush attachment shall be used. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil, and embedded grit.

Walls

Policing of the wall surfaces will be done to ensure that streaks, smudges, spills, gum and loose materials are removed. The walls will be kept in a clean and presentable manner at all times.

Windows (Glass cleaning)

Windows and glass surfaces are to be cleaned to a like new condition. Any unauthorized papers, notices, and the like taped or otherwise attached to glass surfaces are to be removed. Use a scraper or safety razor blade to remove these items. Use chewing gum remover to soften and remove tape and adhesive residues, if necessary. Use a brush, squeegee and bucket of glass cleaning solution to clean large expanses or areas of glass. After cleaning, the glass shall present a clean, uniform appearance and be free of any streaks, smudges, stain, or soil. It is expected that window cleaning above 15 feet will be subcontracted out. From time to time, the Department may request the Contractor subcontract this work. The Contractor will be reimbursed for this expense.

III. TASK FREQUENCY AND PERFORMANCE STANDARDS

ROUTINE CLEANING PROCEDURES

Included herein are standard procedures to be followed by the Contractor in the performance of the Routine Cleaning duties.

Note: Custodial personnel shall be polite and helpful to the public at all times.

R- 1 CLEAN PUBLIC AREAS (INTERIOR - DAY AND AFTERNOON SHIFT)

FREQUENCY: Continuously Throughout Each Shift

A. Using long handled dust pan and broom, pick-up any trash dropped on floors, stairways, elevators, and escalators and power walks.

B. Empty waste receptacles. Replace any torn or soiled plastic liners. Clean the outside of the unit if any soil is evident.

C. Spot clean spills using the appropriate technique. Large spills, i.e. those where the clean up effort would substantially impact the passenger flow or would in any way put passengers at risk, will be blotted dry to prevent a slipping hazard and will be referred to the night shift for complete cleaning. If the spill, due to its nature, e.g. paint, must be fully treated immediately, the area must be isolated from the public using barricades approved by the County during treatment and drying.

D. Day and evening custodial personnel assigned this procedure will be equipped with the necessary chemicals and equipment for gum removal, and it will be their responsibility to find and remove gum at all times.

E. Spot clean glass windows or partitions as needed. Spot clean all surfaces as needed.

F. Remove all debris from tables and floor at seating units, taking care that the material is abandoned before removing.

G. Police interior planters. Remove debris and clean and dust tops and sides as needed.

H. Report items requiring maintenance to the Supervisor.

I. Other duties as assigned.

R-2 CLEAN PUBLIC AREAS (INTERIOR – NIGHT SHIFT)

FREQUENCY: Continuously Throughout Each Shift

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A. Empty waste receptacles. Wipe out soiled waste receptacles with treated or damp cloth. Replace plastic liners that are torn or soiled. Wash waste receptacle to remove any soil inside or outside.

B. Police planters and spot clean as needed.

C. Clean all window sills, ledges, FIDS cabinets, tables, chairs and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with short handle.

D. Clean all metal sculptures and art work with dusting tool.

E. Clean smudges and soil from glass doors and windows, using glass cleaner in spray bottle and a clean cloth.

F. Vacuum clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for more congested areas. Use tank-type vacuum under furniture and in places where other machines cannot reach.

G. Spot-clean carpets to remove stains using carpet shampoo, neutral detergent or a special cleaner for solvents.

H. Dust mop resilient floors with a wide-treated dust mop.

I. Clean tops of water fountains with a few drops of lotion-type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.

J. Report items requiring maintenance to the Supervisor.

K. Spot-clean finger marks and smudges on walls, door facings & doors. Use detergent solution in a spray bottle and a sponge. Rinse with sponge and clear water in plastic bottle, as needed.

L. Rearrange furniture according to plan provided by the Department. (Daily – All Shifts)

M. Other duties as assigned.

R-3 PUBLIC RESTROOMS (DAY AND AFTERNOON SHIFT)

FREQUENCY: Every 30 minutes, or as specified in accordance to the Restroom Cleaning Frequency

A. Empty trash receptacles.

B. Replace any disposable plastic liners which are soiled or torn.

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C. Damp wipe and sanitize trash receptacles and lids.

D. Pickup all loose trash and debris in restrooms.

E. Thoroughly mop and sanitize floors. All areas inaccessible to the mop shall be hand scrubbed. Any gum or stickers shall be removed. Disinfectant cleaner shall be changed periodically to ensure that floors are not being cleaned with dirty water.

F. Replenish paper towel, napkin, and hand soap dispensers. Be sure that all dispensers are full.

G. Clean soiled basins, toilets, or urinals, with cloth and disinfectant cleaner solution in plastic spray bottle. Dry toilet seats with cloth. (Use lotion-type cleanser on heavy soil.) Pay special attention to cleaning under the rims and corners of commodes and urinals.

H. Clean sinks with disinfectant. Pay special attention to chrome fixtures.

I. Clean spills with mop and disinfectant cleaner solution.

J. Use plumber's plunger to unstop any clogged toilets.

K. Clean mirrors with glass cleaner in plastic spray bottle and clean soft cloth.

L. Dust all surfaces, including high dusting of partitions and vents.

M. Report items requiring maintenance to the on-duty Supervisor.

N. Other duties as assigned.

R-4 PUBLIC RESTROOMS (NIGHT SHIFT)

FREQUENCY: Daily

A. Empty waste containers. Transport trash to trash compactor at the end of each day, or at another convenient time. Replace any disposable liners that are soiled or torn.

B. Replenish paper towel, napkin, and hand soap dispensers. Be sure that all dispensers are full.

C. Clean mirrors with glass cleaner in plastic spray bottle and clean soft cloth.

D. Clean basins, shelves, hardware, spot-clean partitions and walls with cloth or sponge wet with disinfectant cleaner solution in plastic pail or in plastic spray

bottle. Use lotion-type cleaner and cloth or sponge for removing stains or heavy soil, especially on basins. Rinse after use of cleaner. On walls and partitions, wipe dry with damp cloth to prevent streaks.

E. Clean inside of bowls and urinals with bowl mop, using the disinfectant cleaner solution from spray bottle or poured from plastic pail over the mop.

F. Clean toilet seats and exterior of toilets and urinals with cloth or sponge and disinfectant cleaner solution in plastic pail or from a plastic spray bottle. Wipe seats dry with cloth.

G. Spot-clean stainless steel and chrome surfaces. Wipe dry first, then use a cloth dampened with stainless steel cleaner.

H. Wash waste containers and urns.

I. Remove trash from floor by sweeping with broom and picking up with dust pan.

J. Thoroughly mop and sanitize floors. All areas inaccessible to the mop shall be hand scrubbed. Any gum or stickers shall be removed. Disinfectant cleaner shall be changed periodically to ensure that floors are not being cleaned with dirty water.

K. Cycle restrooms according to Restroom Cycle Schedule

L. Report items requiring maintenance to the on-duty Supervisor.

M. Other duties as assigned.

N. Clean underside of basins with cloth or sponge and disinfectant cleaner solution. Clean hardware underneath, using cloth damp with stainless steel cleaner, then wipe dry.

O. Descale fixtures using mild acid type bowl cleaner, being certain to keep bowl cleaner inside of fixtures.

R-5 SIDEWALKS AND OUTSIDE AREAS

FREQUENCY: Continuously Throughout Each Shift

A. Police all outside areas and streets on baggage claim and ticket levels from plate glass to far side of roadways and similar areas.

B. Empty waste receptacles. Wipe out soiled waste receptacles with treated or damp cloth. Replace plastic liners that are torn or soiled. Wash waste receptacle to remove any soil inside or outside.

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C. Remove any litter, chewing gum or discarded boxes from sidewalks, streets, and curb area. Store discarded boxes in designated areas. Once per shift, transport discarded boxes to specified compactor.

D. Dust benches, including brackets underneath.

E. Personnel assigned to Procedure C shall wear a bright orange reflective vest on the outside of all other clothing at all times.

F. Report items requiring maintenance to the Supervisor.

G. Pressure wash areas in accordance with Pressure Washing Frequency.

H. Other duties as assigned.

R-6 ELEVATORS

FREQUENCY: Once per shift (or more frequently if needed)

A. Clean floors of elevator with damp mop, paying close attention to corners and edges. Remove any soil, stain or gum.

B. Clean door track with tank-type vacuum cleaner. Also use broom and tank vacuum to clean next to wall where beating-type does not clean.

C. Clean stainless steel elevator walls and elevator doors with clean white cloth. Spot-clean daily to remove marks and smudges and completely clean. Use a small amount of stainless cleaner and polish on stainless steel surfaces, as needed, and then rub dry.

D. Report items requiring maintenance to the Supervisor.

E. Other duties as assigned.

R-7 CONCRETE STAIRS

FREQUENCY: Continuously Throughout Day/Afternoon Shifts

A. Police to remove litter.
B. Mop up any spills.
C. Remove chewing gum with putty knife.
D. Spot clean doors.
E. Other duties as assigned.

ON A WEEKLY BASIS:

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A. Vacuum clean treads with pack vacuum.
B. Wash hand rails with cloth and detergent solution.
C. Spot-clean walls and risers.
D. Other duties as assigned.

AS NECESSARY: Mop stair treads.

R-8 OFFICES, LOUNGES AND CONFERENCE ROOMS

FREQUENCY: Continuously Throughout Day/Afternoon Shifts

A. Empty waste receptacles. Wipe out soiled waste receptacles with treated or damp cloth. Replace plastic liners that are torn or soiled. Wash waste receptacle to remove any soil inside or outside.

B. Dust cleared areas of furniture tops, shelves, sills and ledges. Use treated cloth or dusting mitts. Dust clocks, pictures, file cabinet tops and paneling on walls and doors.

C. Spot-clean glass in doors and partitions. Use soft clean cloth and glass cleaner in spray bottle.

D. Spot-clean doors, walls and furniture.

E. Vacuum clean traffic patterns in carpets using a medium duty pile lifter vacuum, and check for spot-cleaning. (Vacuum completely, using hose and wand attachments to get under furniture.)

F. Dust mop resilient floors with treated dust mop.

G. Arrange furniture.

H. Other duties as assigned.

ON A BI- WEEKLY BASIS:

A. Mop resilient and/or tile floors with detergent solution. Rinse when needed, with mop dampened with clear water. Mop up spills daily.

B. Spray-buff scuffed, marked or dull resilient floors, and dust after.

C. Other duties as assigned.

ON A MONTHLY BASIS: Vacuum air-conditioning vents.

PROJECT CLEANING PROCEDURES

P-1 CLEAN ELEVATOR INTERIORS

ESTIMATED FREQUENCY: Weekly (Night Shift)

GENERAL: This task includes 420 passenger elevators. The elevators are located throughout MIA properties as depicted in Technical Specifications Exhibit B Part 1. Work shall be accomplished between 2300 and 0500 hours to minimize inconvenience to the public. No more than one car per core shall be removed from service at one time for cleaning. Elevators shall be cleaned using a cloth and neutral detergent solution, damp wiping the inside and outside of the elevator doors and elevator walls. A dry cloth shall be used to polish metal surfaces to a shine. Cleaned stainless steel surfaces shall be completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Vacuum and spot cleaned carpeted walls. At a minimum, shampoo the carpets four times per year using a dry foam carpet cleaner. Cleaning procedures differ slightly due to different finishes and design; however, the basic cleaning techniques are the same.

PROCEDURE:

A. Using a back pack vacuum and a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling with a clean, soft dry cloth. Once per month or as needed wipe down the ceiling with a clean, soft cloth moistened with the neutral detergent solution, then dry.

B. Use the cloth dampened with neutral detergent solution to wipe down the "floor indicator" graphics.

C. Clean walls with detergent solution and sponge rinse with sponge and clear water.

D. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food grade mineral oil, as needed, to treat the stainless steel. Be sure to not leave any excess oil on the stainless steel.

E. Vacuum the tracks, report any lights out or other problems to on-duty Supervisor.

G. Return the car to service.

P-2 DEEP CLEAN RESTROOMS

FREQUENCY: (See Restroom Cleaning Frequency)

GENERAL: This task is in addition to the daily Routine Cleaning of the restrooms and is part of an intensive cleaning program.

PROCEDURE:

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A. After advising the MDAD Operations Control Room, close the restroom to the public in accordance with the approved Department procedure.

B. Remove all paper products e.g. toilet tissue, paper hand towels and toilet seat covers.

C. Add phosphoric/citric acid descaler to urinals and commodes.

D. Remove hand soap containers, open and inspect soap. Retain good soap by pouring it into a clean stainless steel pail, discard any soap that is discolored or does not have a clean fresh odor.

E. Sweep up any loose debris on the floor.

F. Using a sponge mop and a mild degreasing solution, clean the ceiling, including the air and or exhaust vents.

G. Using a pump sprayer charged with a quaternary cleaning solution and starting at the baseboard mist a section of wall, and using a scrub pad lightly scrub the wall from the bottom up. A Kaivac machine can be used in place of a pump sprayer.

H. Using the pump sprayer with the same solution, and starting at the top, rinse the wall and allow to air dry.

I. Flush commodes to remove descaler. Clean both sides of the seat with solution used on walls. Clean the rim, bowl and the area where the seat is connected to the fixture with a cream cleanser. Chromed flush valves shall be polished using a clean white rag. Clean under the bowl and where the fixture is bolted to the wall by spraying, or with cream cleanser and a sponge as needed. Spray the entire fixture and allow to air dry. If it is necessary to return the restroom to service before the air drying can be accomplished, dry both sides of the seat, the rim, and the flush valves with a clean white cloth. Leave the seat in its upright position.

J. (Men's Restrooms Only): Flush the urinals to remove the descaler. Use a cream cleanser on the interior surfaces, the rim and underneath. Use a neutral detergent on the top and sides applied with a soft sponge. On chromed valves use only a clean white rag to polish. Spray the entire fixture with the same solution used on the walls and allow to air dry. If the restroom must be returned to service before air drying can be accomplished, dry the flush valve and top of the fixture with a clean white rag.

K. (Women's Restrooms Only): Remove the liner from the sanitary napkin disposal. Thoroughly clean exterior and interior surfaces of the unit using the proper chemical. Spray the fixture and surrounding area with the chemical and allow to air dry. When dry, reline the container with the proper liner.

L. Wipe down all vinyl couches and seats with a quaternary cleaner and allow to air dry. If the restroom must be returned to service before air drying can be accomplished thoroughly, dry all surfaces. Use vinyl restorative on a three-month schedule. Report any tears, cuts, or seam separation in the vinyl surfaces to your Supervisor.

M. Clean the recess for the soap containers by scrubbing the area with a scrub pad and a quaternary cleaner. Care must be taken to get into all corners using a small brush. The area shall be thoroughly dried before replacing soap containers.

N. Clean partitions with quaternary cleaning solution and hand dry. The partitions shall then be waxed using a high quality carnauba wax in a silicon carrier. The aluminum top rail shall be wiped down with a damp cloth and a quaternary solution. Chromed handles and accessories shall be treated as above.

O. Clean sink using cream cleanser in interior bowl only, do not scrub chromed strainer with cleanser. Clean the chromed valves as before, care must be taken to ensure that the area adjacent to the escutcheons is not allowed to discolor, and at the same time that the finish is protected. Clean the underside of the sink and the P-trap assembly by spraying with the quaternary cleaner and wiping dry. Spray the top side of the fixture with the quaternary solution and allow to air dry. If the restroom must be returned to use before the air drying can be accomplished, dry only the chromed handles and the front panel of the fixture.

P. Remove the soap containers from the solution and allow to air dry.

Q. Scrub all corners of the restroom floor with the scrub pad, this to include the area under the commodes. Scrub the main area of the floor with a rotary machine and a degreaser solution. Rinse the floor with clean water and mop up the residue. Mop the floor with a quaternary solution and allow to dry.

R. Clean mirrors.

S. Replace soap containers filled to half capacity with good soap.

T. Replace/restock all paper products.

U. Report any deficiencies, e.g., burned out lights, door malfunctions, broken fixtures or any other restroom item needing attention to Supervisor.

V. Open restroom to public.

P-3 CLEAN AIRLINE TICKET COUNTERS AND GATE PODIUMS

FREQUENCY: Daily (Night Shift)

These counters are located primarily in the terminal lobby and gate hold room areas. Additional counters may be located in the first floor bag claim areas.

PROCEDURE: Use a neutral detergent solution to remove hand prints, smudges, and other visible soil. Remove tape, stickers and any loose debris. Wipe dry leaving no streaks or residue on the surface.

P-4 CLEAN INTERIOR GRAPHICS

FREQUENCY: 5 Times/year as designated by MDAD (Night Shift)

Clean all interior graphics throughout the terminal complex. The graphics are cleaned with a neutral detergent that contains a small amount of isopropyl alcohol to prevent streaking and accelerate drying. Do not use any other treatments, such as wax or dust repellant treatments on the graphics, ensuring that readability is not affected.

P-5 CLEAN AIR CONDITIONING VENTS

FREQUENCY: Monthly (Night Shift)

Clean ceiling vents by hand, using a sponge. Areas subject to "sweating" will be washed with a mild solution to remove mildew. Certain high areas may require the use of scaffolding or scissor lifts, which shall be provided by the Contractor.

P-6 CARPET EXTRACTION

FREQUENCY: Weekly or more frequently if needed (Night Shift)

This task applies to all carpeted areas maintained by the Aviation Department as per the Technical Specifications Exhibit B Part 1. The complete extraction process is accomplished by a single extraction machine using a one pass method. A cleaning chemical may be added to emulsify oil based soil. Chemicals are used a maximum of every other time an area is extracted. The alternate times are done using only hot water that serves to removes residual cleaning chemicals left in the carpet as the result of the previous extraction or spot cleaning, or other cleaning processes.

P-7 BONNET SYSTEM FOR CARPETS

FREQUENCY: As Required (Night Shift)

The bonnet system is not normally used to clean large areas of carpet and is primarily a spotting tool. The exception is when a clean, dry bonnet is used to absorb the residue from the extraction process. The bonnet system is comprised of a rotary machine fitted with a circular "brush", which will hold the bonnet in position under the machine. The

bonnet is placed on the floor and the machine is placed on it and the "brush" holds the bonnet in place. The bonnet is made of an absorbent material similar to terry cloth and may have one inch wide scrubbing strips of "Astroturf' fastened to it. The carpet is pre-spotted with cleaning chemical and allowed to sit for approximately five minutes and/or the bonnet is wet with cleaning solution and wrung out. The bonnet is rinsed and wrung out frequently in a conventional wringer. The pre-spotted soil is loosened by the 175 RPM rotary action and is then absorbed by the bonnet.

P-8 ROTARY SCRUB CARPET

FREQUENCY: As Required (Night Shift)

Rotary scrubbing is usually used in conjunction with Hot Water Extraction to clean very heavily soiled areas. The carpet is scrubbed with a brush on the rotary machine limited to 175 R.P.M. Hot Water Extraction is then used to flush residual chemical out of the carpet. The machine used for this task is designed and manufactured specifically for this job. The machine consists of a 17", low speed (175 RPM) buffer with a stainless steel tank mounted above the motor. The tank is charged with the cleaning solution that is applied to the brush carpet interface by an operator controlled feed mechanism. The brush must be pliable enough that the machine can be easily controlled

P-9 SCRUB/BURNISH TERRAZZO

FREQUENCY: Daily (Night Shift)

Using a battery powered scrubber with the appropriate pad and a neutral detergent scrub the terrazzo as needed, nightly. Burnish the high traffic areas using a battery powered burnisher on a nightly schedule. Other areas will be burnished on an as needed basis. The area will be stripped and resealed with Terra-Glaze or in accordance with the Terrazzo cleaning specifications.

P-10 STRIP AND REFINISH TERRAZZO FLOORS

FREQUENCY: 4 Times/Year as designated by MDAD

Terrazzo floors require a high level of appearance that requires an intensive spray-buffing program and periodic stripping and waxing. The task requires the floor to be stripped in accordance with the manufacturer's recommendation, which shall be provided by the Department. In general, the floor is stripped using a high pH, 11.0, no rinse stripper. The stripper is mopped on, taking care to level the coat and not allow puddling. The stripper is then worked over the surface of the floor using either a red or black stripping pad on a low RPM rotary machine. The color of the pad designates the aggressiveness of the cleaning, with the black pad being the most aggressive, and the red pad a medium aggressive pad. The old floor coatings and stripper are then wet vacuumed and the floor is allowed to thoroughly dry. This takes about 20-30 minutes. Mopped base coat sealer on

followed by a minimum of two (2) coats of new floor coating, each of which is buffed to a high gloss finish. Employees engaged in the stripping process shall be provided with anti-slip footwear, gloves, and eye protection.

P-11 SPRAY BUFFING

FREQUENCY: Nightly

Spray buffing shall be done by a Custodian II fully trained in the use of high speed, 1,500 R.P.M. or higher, floor machines. Only the specified chemicals shall be used for resilient floor care.

P-12 CLEAN DOORS

FREQUENCY: Daily (Day and Afternoon Shifts)

The entry/exit doors require daily cleaning from fingerprints, smudges etc. The door frames are metal and some stainless steel, with glass inserts. Once per month, the same procedure used for the maintenance of the stainless steel on the elevator/escalators applies equally to the stainless steel doors. All other metal doors require washing with a neutral detergent only.

P-13 CLEAN INTERIOR OF TRAM CARS

FREQUENCY: Daily

The tram cars are located at concourse E terminal and at the future North Terminal. The Policing of these vehicles must be done daily several times per shift. The carpeted floor of the monorail cars shall be vacuumed nightly and rotary scrubbed using a 14" machine and hand scrubbed in areas inaccessible to the machine on a monthly basis. The carpet shall be dried using a wet dry vacuum followed by the use of a blower to further dry. Cars with other floor surfaces will be cleaned in accordance with manufacturers' specifications, which shall be provided by the Department. The doors and other hard interior surfaces shall be wiped down with a mild degreasing solution, rinsed and dried. Glass surfaces shall be cleaned with a good quality glass cleaner, squeegee and chamois dry. Seats are to be spot cleaned and thoroughly dried before returning the car to service.

P-14 STRIP, OIL, POLISH ELEVATOR DOORS

FREQUENCY: Monthly (Night Shift)

This project involves the outside elevator doors. Each elevator has a set of doors on each level of the terminal it serves.

This project consists of:

A. Stripping all residual mineral oil and other dirt from the surface of the stainless steel using a floor stripping solution. Employees assigned to this project is required to use rubber gloves and eye protection. Care must be taken to protect surrounding surfaces that may be damaged by the very high pH solution, e.g. aluminum.

B. The stainless steel is stripped in small sections each of which is thoroughly rinsed and dried after stripping. A generous amount of food grade mineral oil is then applied to the entire surface of the door and frame with a clean white rag and allowed to penetrate for approximately 15 minutes. The excess oil is then wiped away, and the door and doorway is buffed dry.

P-15 STRIP, OIL, AND POLISH ESCALATORS

FREQUENCY: Monthly (Night Shift)

The cleaning procedure necessitates shutting down the escalator. The work is done in small sections because of the need to protect the steps from the stripping agent used. The pH of this stripper is greater than 11 and it would discolor the aluminum stair tread if it came in contact with it. The stripper effectively removes all soil and oil from the stainless steel, and after complete rinsing is accomplished, the surface is clean and looks lustrous. If the metal did not have to be protected from body oils, etc., no further treatment would be required. In the case of the escalators however, a protective light coating of oil is added which serves to facilitate the easy removal of fingerprints and other dirt. Food grade mineral oil has been found to be the most satisfactory agent for this purpose. The procedure calls for applying a coating of the mineral oil and buffing it until the excess oil is removed. The employees assigned to this task are required to wear eye protection and rubber gloves.

All finishes or machinery that may be damaged by a high alkaline pH, e.g. aluminum or carpet, must be protected. Using a rag dampened with a floor stripper solution, the stainless steel will be wiped down. There shall be no dripping or running of the solution on the surface being treated. No solution shall be allowed to come in contact with the black Teflon skirt nor shall any solution be allowed to run or drip through any gaps in the escalator panels or steps. After a small area is wiped down with the solution, it must be rinsed thoroughly. Do NOT use a "no rinse stripper" for this work.

Buff the rinsed area dry with a clean white cloth and proceed to the next area taking care to overlap the previous area. When the entire stainless structure is cleaned, rinsed and dried, apply a food grade mineral oil to the structure. Dry and rub in the mineral oil being sure not to leave a residue of free-standing oil before returning the area to public access.

P-16 CLEAN AND RESTORE THE VINYL SEATING UNITS

FREQUENCY: Monthly (Night Shift)

The Project requires the seating units to be cleaned and treated. The cleaning of these units will be done on a weekly basis or more frequently if needed. The restoration project will be done monthly.

The detailed procedure is as follows:

1. The entire unit is washed with a mild de-greasing solution and is thoroughly dried.

2. The aluminum frame is treated with a silicon based protector and polished.

3. The vinyl seats and backs are treated with a vinyl restorative then buffed to a high luster with a clean white cloth.

P-17 CLEAN EXTERIOR GRAPHICS

FREQUENCY: Monthly (Nightly)

The exterior graphics are subject to soiling from vehicle exhausts and require more aggressive cleaning procedures than the interior graphics. The chemical specified is an effective degreasing solution. The cleaning solution is wiped on with a clean sponge that is rinsed frequently. The graphics must be rinsed with clean water and dried to prevent streaking.

Extra care must be taken when washing the graphics above doorways; e.g., around the automatic doors at the curbside areas of the terminal, to protect the public, deactivate the automatic doors and barricade the work area.

P-18 CLEAN EXTERIOR PODIUMS AND KIOSKS

FREQUENCY: Monthly (Night Shift)

Podiums and kiosks are located at curbside on the departure and arrivals levels. The podiums will be cleaned as described in P-3. This project is scheduled once per month for all units.

P-19 SCRUB PAVERS, CURBSIDE DRIVES & PARKING LOTS

FREQUENCY: Monthly (Night Shift)

The equipment specified for this project may be used to do large, unobstructed, properly supported, areas of pavers. Using the Tenant, or OAE, scrubber and the manufacturer's recommended chemicals, scrub the traffic lanes from the terminal curbside out. Cleaning

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of the parking garages and the Central Collection Plaza will be done in coordination with the Landside Operations Division. Pick up and dispose of the waste water in compliance with all federal, state and local laws, rules, and regulations. Only properly trained and licensed personnel shall operate the equipment. Operators must hold a valid Florida Drivers license. Certain areas may require additional cleaning due to traffic patterns and use.

P-20 CLEAN UPHOLSTERED FURNITURE

FREQUENCY: 2 Times/Year (Night Shift)

This project is for the Aviation Departments upholstered office furniture and traditionally has been done once per year. This work shall be coordinated with the Project Manager and scheduled over a holiday weekend to ensure sufficient drying time for the furniture. The furniture is cleaned with upholstery cleaner, a machine specifically designed for this type work.

P-21 CLEAN HOTEL/MOTEL INFORMATIONAL UNITS

FREQUENCY: Weekly (Night Shift)

The individual units are located on the bag claim level at the escalators. The units are cleaned following the recommended gate podium cleaning method described in P-3.

P-22 CLEAN PASSENGER BOARDING BRIDGES

FREQUENCY: Daily/Monthly (Night Shift)

The loading bridges will be policed on all shifts to ensure cleanliness. Carpeted floors will be vacuumed nightly and deep extracted on a monthly basis or more frequently if needed. Basic carpet cleaning procedures used elsewhere in the airport will be used to clean the bridges. The traffic is concentrated in a narrow area, and the boarding bridge can be regarded as an extended funnel or door area. This means that the carpet requires considerably more pile lifting and aggressive vacuuming to minimize the traffic lane phenomena where the carpet fibers become crushed in the center of the boarding bridge.

The walls of the boarding bridges are laminated plastic. They are washed with a mild neutral detergent and allowed to air dry. The ceiling is a metal "pan" type ceiling that is wiped down with a damp cloth and mild degreasing solution.

P-23 SCRUB LONG TERM PARKING STAIRWELLS

FREQUENCY: Monthly (Night Shift) or more frequently if needed

To clean the stairwells, a solution of strong degreasing solution is mopped on the stair treads. The solution is allowed to "work" for a minimum of 10 minutes and is then vigorously brushed with a stiff bristle broom; e.g., a street sweeper. A pressure washer can be used in this process. The residue is then mopped up and the stairs allowed to dry. Landings and other areas that may require further treatment shall be sprayed with a hospital grade germicidal solution and allowed to air dry. Care must be taken in ensuring that no overspray impacts parked cars. If necessary the railing shall be covered with plastic sheeting to prevent overspray.

P-24 PRESSURE WASHING

FREQUENCY: (See Pressure Washing Frequency)

Pressure washing will be done on the night shift, unless otherwise authorized by Department. Pressure washing will be done in accordance to manufacturers' specifications and in compliance with environmental standards. Pressure washing will be done in a manner so as to not damage the surfaces being cleaned. Care will be taken to protect and avoid damage to nearby areas that can be damaged by water intrusion. Operators will wear eye protection at all times while operating the pressure washer and will ensure that the work area is properly cordoned off from vehicular and pedestrian traffic.

PUBLIC RESTROOM CLEANING FREQUENCY – ZONE 1

Area	Day Shift	Afternoon Shift	Night Shift
Concourse A			
A-3 - 1ST Floor	HOURLY	HOURLY	BIWEEKLY CYCLE
A3 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
A3 - 3RD Floor	HOURLY	HOURLY	WEEKLY CYCLE
A16 - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
A17 - 3RD Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
A17 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
A18 - 3RD Floor	HOURLY	HOURLY	BIWEEKLY CYCLE
A18 - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
A25 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
A25 THIRD Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
A INTERNATIONAL	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY CYCLE
A LOBBY - 2ND Floor	HOURLY	HOURLY	BIWEEKLY CYCLE
A BAGGAGE - 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
A AUDITORIUM - 4TH Floor	HOURLY	HOURLY	BIWEEKLY CYCLE
AIRSIDE OFFICE	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B BANK - 4TH Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B TRAINING RM - 4TH Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B 1ST Floor - BAGGAGE	4 TIMES/SHIFT	4 TIMES/SHIFT	BIWEEKLY CYCLE
B CBP 3RD Floor	HOURLY	HOURLY	WEEKLY CYCLE
B CBP - CHIEF INSP.	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B CBP - LOCKER ROOM	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B CBP - TRAINING RM	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B USDA	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
B INS	HOURLY	HOURLY	WEEKLY CYCLE
B LOBBY - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
B GREETERS LOBBY	4 TIMES/SHIFT	4 TIMES/SHIFT	WEEKLY CYCLE
C4 WOMENS	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
C LOBBY - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
C BAGGAGE - 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
Concourse D			
D INTRANSIT	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
D34 - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
D34 - HANDICAP 2ND Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
D35A - 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
D41/42	HOURLY	HOURLY	WEEKLY CYCLE
D41/42 - UNISEX	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
D45/46 - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
D51 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
D 3RD Floor (STERILE)	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
D LOBBY - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE

Attended Service: Attended restrooms combine a number of general cleaning functions. Attended restrooms are staffed for a determined period of time based on customer flow and needs. Employees manning the attended restrooms are responsible for removing trash, high and low dusting, cleaning and disinfecting surfaces, spot washing walls, cleaning mirrors, polishing stainless steel, restocking supplies, sweeping floors, wet mopping floors, emptying sanitary napkin receptacles, and are required to maintain the restroom to the highest standards at all times.

NOTE: Restrooms not listed must be cleaned 3 times/shift at a minimum and cycled bi-weekly. During the Night Shift, all restrooms must be cleaned twice per shift in addition to the scheduled cycling.

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PUBLIC RESTROOM CLEANING FREQUENCY – ZONE 1

Area	Day Shift	Afternoon Shift	Night Shift
Concourse E			
E GREETERS - 1ST Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
E LOBBY - L & F	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
E TOWER - EXECUTIVE	HOURLY	HOURLY	BIWEEKLY CYCLE
E CHECKPOINT	HOURLY	HOURLY	WEEKLY CYCLE
E LOBBY UNISEX	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E - OCR BREAKROOM	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
E-1 BUS STATION	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E4 - 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
E4 (STERILE)	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E-10 (STERILE)	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E INT'L 1ST & 3ND Floor	4 TIMES/SHIFT	4 TIMES/SHIFT	WEEKLY CYCLE
E SATELLITE 1ST Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY CYCLE
E SATELLITE 2ND Floor	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E SATELLITE 3RD Floor	HOURLY	HOURLY	WEEKLY CYCLE
E SATELLITE 4TH Floor	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E-11 ITBF RAMP AREA	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
E CBP OFF. 3RD Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
E CBP OFF. 1ST Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
E LANDSIDE OFFICE	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
E NORTH CORRIDOR	4 TIMES/SHIFT	4 TIMES/SHIFT	BIWEEKLY CYCLE
E SOUTH CORRIDOR	4 TIMES/SHIFT	4 TIMES/SHIFT	BIWEEKLY CYCLE
E SECURITY SAFETY	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
Concourse F			
F BAGGAGE - 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
F LOBBY - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
F1 BUS STATION	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
F-10 RAMP	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY CYCLE
F WRAP NORTH - 3RD	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
F-19 RAMP	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY CYCLE
F CHECKPOINT - 3RD Floor	4 TIMES/SHIFT	4 TIMES/SHIFT	BIWEEKLY CYCLE
F7- 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
F7 - 3RD Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
F9 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
F9 - 3RD Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
F-G WRAP SOUTH 3RD	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
F INTERNATIONAL	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE

Attended Service: Attended restrooms combine a number of general cleaning functions. Attended restrooms are staffed for a determined period of time based on customer flow and needs. Employees manning the attended restrooms are responsible for removing trash, high and low dusting, cleaning and disinfecting surfaces, spot washing walls, cleaning mirrors, polishing stainless steel, restocking supplies, sweeping floors, wet mopping floors, emptying sanitary napkin receptacles, and are required to maintain the restroom to the highest standards at all times.

NOTE: Restrooms not listed must be cleaned 3 times/shift at a minimum and cycled bi-weekly. During the Night Shift, all restrooms must be cleaned twice per shift in addition to the scheduled cycling.

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PUBLIC RESTROOM CLEANING FREQUENCY – ZONE 1

Area	Day Shift	Afternoon Shift	Night Shift
Concourse G			
G BAGGAGE – 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
G LOBBY- 2ND Floor	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
G1- BUS STATION	4 TIMES/SHIFT	4 TIMES/SHIFT	WEEKLY CYCLE
G11- 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
G5 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
G5 DCAD OFFICE	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
G TUGWAY	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
G6 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
G6- UNISEX	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
G11	HOURLY	HOURLY	WEEKLY CYCLE
G WRAP	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
Concourse H			
H BAG CLAIM – 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
H BAG CLAIM - 1ST Floor UNISEX	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
H LOBBY- 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H-J STERILE HALLWAY ITI	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
H1 BUS STATION - 1ST Floor	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
H10- 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H15 DELTA HALL - 1ST Floor	HOURLY	HOURLY	WEEKLY CYCLE
H15 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H3 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H5 - RAMP AREA	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
H6 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H-J CONN CTR MEN 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
H-J LOBBY - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
SOUTH TERMINAL			
BAG CLAIM EAST	5 TIMES/SHIFT	5 TIMES/SHIFT	WEEKLY CYCLE
BAG CLAIM WEST	5 TIMES/SHIFT	5 TIMES/SHIFT	WEEKLY CYCLE
CENTRAL CHECKPOINT	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	WEEKLY CYCLE
SOUTH CHECKPOINT	HOURLY	HOURLY	WEEKLY CYCLE
CLUB AMERICA	Attendant Service 1100-1930 / Hourly	Attendant Service 1100-1930 / Hourly	BIWEEKLY CYCLE
CONCESSION WALK AREA	HOURLY	HOURLY	WEEKLY CYCLE
Concourse J			
J6 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
J10 - 2ND Floor	HOURLY	HOURLY	WEEKLY CYCLE
J INS - 3RD Floor	5 TIMES/SHIFT	5 TIMES/SHIFT	WEEKLY CYCLE
J CUSTOMS BAG - 3RD Floor	5 TIMES/SHIFT	5 TIMES/SHIFT	WEEKLY CYCLE
J GREETERS LOBBY - 3RD Floor	5 TIMES/SHIFT	5 TIMES/SHIFT	WEEKLY CYCLE
J GATE TOWER	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY CYCLE
J STERILE HARD SECONDARY	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE
HELIPORT	3 TIMES/SHIFT	3 TIMES/SHIFT	BIWEEKLY CYCLE

Attended Service: Attended restrooms combine a number of general cleaning functions. Attended restrooms are staffed for a determined period of time based on customer flow and needs. Employees manning the attended restrooms are responsible for removing trash, high and low dusting, cleaning and disinfecting surfaces, spot washing walls, cleaning mirrors, polishing stainless steel, restocking supplies, sweeping floors, wet mopping floors, emptying sanitary napkin receptacles, and are required to maintain the restroom to the highest standards at all times.

NOTE: Restrooms not listed must be cleaned 3 times/shift at a minimum and cycled bi-weekly. During the Night Shift, all restrooms must be cleaned twice per shift in addition to the scheduled cycling.

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RESTROOM CLEANING FREQUENCY – ZONE 2

Restroom	Cleaning Day Shift	Cleaning Afternoon Shift	Cycle Night Shift
Building 3010 Taxi Lot	HOURLY	HOURLY	WEEKLY
Building 3030 1st Loading Dock	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 2nd Loading Dock	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 A Wing 1st	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 A Wing 1st	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 A Wing 3rd	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 B Wing 1st	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 B Wing 2nd	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 C/D Wing 1st	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3030 C/D Wing 2nd	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3033 Police 1st	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3033 Police 2nd	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3038 Maintenance	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3040 Warehouse	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3050 2nd	2 TIMES/SHIFT	2 TIMES/SHIFT	BIWEEKLY
Building 3064 South East Gate	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY
Building 3091 Maintenance	3 TIMES/SHIFT	3 TIMES/SHIFT	WEEKLY

RESTROOM CLEANING FREQUENCY – ZONE 3

Restroom	Cleaning - Day Shift	Cleaning - Afternoon Shift	Cycle - Night Shift
700-C 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
700-C 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
700-N 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
700-N 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
700-S 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
700-S 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-C 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-C 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-N 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-N 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-S 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
701-S 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-C 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-C 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-N 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-N 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-S 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
702-S 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-N 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-N 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-NC 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-NC 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-S 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-S 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-SC 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
706-SC 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
707-E 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
707-E 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
707-W 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
707-W 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-N 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-N 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-NC 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-NC 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-S 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-S 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-SC 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
708-SC 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-A 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-A 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-B 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-B 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-C 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-C 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-D 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-D 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-E 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY

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RESTROOM CLEANING FREQUENCY – ZONE 3

Restroom	Cleaning - Day Shift	Cleaning - Afternoon Shift	Cycle - Night Shift
716-F 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-G 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-G 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-H 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-I 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-I 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
716-J 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
CCC (719)- East 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
CCC (719)- West 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
CCC (719)- East 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
CCC (719)- West 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
5A- 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
5A- 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
5A- 3rd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
5A- 4th Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845-1st Floor - Lobby	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845 1st Floor - Warehouse	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 2nd Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 2nd Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 2nd Floor East	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 2nd Floor West	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 3rd Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 3rd Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 3rd Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 3rd Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 4th Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 4th Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 4th Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 4th Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 5th Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 5th Floor North	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 5th Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
100/845- 6th Floor South	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
GAC Central	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
US Customs trailer	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
US Customs trailer	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
Int'l Waste Handling	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
Fumigation trailer	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
Northside Fire station Admin - 1st Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
Northside Fire station Admin - 2nd Floor	ONCE/SHIFT	ONCE/SHIFT	BIWEEKLY
Homestead GAA	ONCE/SHIFT	N/A	BIWEEKLY
Opa-locka GAA - Admin- front	ONCE/SHIFT	N/A	BIWEEKLY
Opa-locka GAA - Admin- back	ONCE/SHIFT	N/A	BIWEEKLY
Opa-locka GAA - Customs	ONCE/SHIFT	N/A	BIWEEKLY
Kendall-Tamiami GAA - Admin- front	ONCE/SHIFT	N/A	BIWEEKLY
Kendall-Tamiami GAA - Admin- back	ONCE/SHIFT	N/A	BIWEEKLY
Kendall-Tamiami GAA -Customs	ONCE/SHIFT	N/A	BIWEEKLY

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PRESSURE WASHING FREQUENCY – (NIGHT SHIFT ONLY)

AREAS	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	DAILY
E SATELLITE RAMP CONTROL		X			
E SATELLITE TUNNEL		X			
A-18 SATELLITE		X			
A-14	X				
A-7 RAMP				X	
G-1 RAMP				X	
G-2 RAMP				X	
BUS HOLDING/LIMOUSINE PARKING				X	
NE GATE			X		
SE GATE			X		
NW GATE			X		
CENTRAL BASE			X		
SOUTH GATE			X		
NTD GATE			X		
SW GATE			X		
TUNNEL GATE			X		
E CUSTOMS TUNNEL		X			
SOUTH TERMINAL FIS BAG ROOM		X			
A DUMPSTER STAGING AREA	X				
H-15 ENTRANCE	X				
SOUTH TERMINAL CRUISE BUS TERMINAL	X				
F ELEVATOR LANDING BY SECURITY		X			
G ELEVATOR LANDING BY SECURITY		X			
G-4 RAMP AREA			X		
D-47 RAMP AREA		X			
D-35 AMERICAN EAGLE PLATFORM		X			
EMPLOYEE PARKING LOT BUS STOPS			X		
BUS LOOP & CROSSWALK	X				
1st FLOOR CURBSIDE		X			Auto scrub
2ND FLOOR CURBSIDE		X			Auto scrub
TAXI LANES 1st FLOOR			X		
CENTER ISLANDS 1st FLOOR			X		
CENTER ISLANDS 2nd FLOOR				X	
FLAMINGO GARAGE				X	
DOLPHIN GARAGE				X	
SHORT TERM PARKING				X	
PARK 8				X	
CENTRAL COLLECTION PLAZA			X		

Note: Frequencies and areas will be adjusted as needed by the Department

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WINDOW WASHING FREQUENCY – ZONE 1	
Areas of Responsibility	**Cleaning Frequency**
Building 5A Outside	Every 3 months
Concourse A Outside	Every 3 months
Concourse A Inside (Above 15')	Every 6 months
Concourse C Outside	Every 3 months
Concourse D Outside	Every 3 months
Concourse D Inside (Above 15')	Every 6 months
Concourse E Outside	Every 3 months
Concourse E Inside (Above 15')	Every 6 months
Concourse E Sterile Area Outside	Every 3 months
Concourse E Sterile Area Inside (Above 15')	Every 6 months
Concourse E Satellite Outside	Every 3 months
Concourse E Satellite Inside (Above 15')	Every 6 months
Concourse F Outside	Every 3 months
Concourse F Inside (Above 15')	Every 6 months
Concourse G Outside	Every 3 months
Concourse G Inside (Above 15')	Every 6 months
Concourse H Outside	Every 3 months
Concourse H Inside (Above 15')	Every 6 months
Concourse J Outside	Every 3 months
Concourse J Inside (Above 15')	Every 6 months
A-J Wrap Outside	Every 3 months
South Terminal Outside	Every 3 months
South Terminal Inside (Above 15')	Every 6 months
Cargo Buildings 700, 701, 702, 706, 707, 708	Once a year
Cargo Clearance Center	Once a year
Concourse E Office Tower Floors (3-7) Outside	Every 3 months
Skyport Outside	Every 6 months
Skyport Inside (Elevator shafts)	Once a year
Skyride Outside (A-J)	Once a year
Skyride Inside (A-J) (Above 15')	Every 6 months
Skyride to Dolphin Garage Outside	Every 3 months
Skyride to Flamingo Garage Outside	Every 3 months
Building 845 Outside	Every 6 months
Building 845 Inside (Above 15')	Every 6 months
Building 846 North Side Fire Station Outside	Every 6 months
Building 3030 and Maintenance Complex Outside	Every 6 months
Building 3030 and Maintenance Complex Inside	Every 6 months
Building 3033 MDAD Police Station Outside	Every 6 months

Note: Unless otherwise directed by the Department, all windows below 15 feet will be considered routine work and must be kept clean and streak free at all times. The Contractor may be directed to subcontract window cleaning above 15 feet.

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IV. FUTURE FACILITIES

PROJECTION OF FUTURE TERMINAL SIZE THROUGH 2011

	March	April	May	July	August	Sept.	Oct.	Nov.	Totals
Terminal as of January 2008									5,867,477 S.F.
Gates		2		3				2	7
Moving Walkways		-		-			-6	-	-6
Escalators		1		5				4	10
Elevators		1		2				7	10
Restrooms		-		-				2	2
Additional Area		50,741		73,408	-35,808		-29,623	201,706	260,424 S.F.
Terminal as of January 2009									6,127,901 S.F.
Gates			-	3	-4	3			2
Moving Walkways			-	-	-	2			2
Escalators			1	4	4	12			21
Elevators			1	8	11	7			27
Restrooms			2	4	6	2			14
Additional Area			26,979	105,072	189,205	108,498			429,754 S.F.
Terminal as of January 2010									6,557,655 S.F.
Gates		12	2					-	14
Moving Walkways		-	2					-	2
Escalators		9	16					32	57
Elevators		10	10					16	36
Restrooms		8	2					-	10
Additional Area		220,057	617,570	19,690				84,359	941,676 S.F.
Terminal as of January 2011									7,499,331 S.F.
Gates	-								-
Moving Walkways	-								-
Escalators	11								11
Elevators	19								19
Restrooms	20								20
Additional Area	618,292								618,292 S.F.
Total Terminal Area March 2011									**8,117,623 S.F.**

These projections do not constitute a representation or warranty, expressed or implied by the County or its agents, that such conditions actually exist. Neither the County nor its agents shall be liable for any loss sustained by the Proposer or Contractor as a result of any variance between conditions projected and actual conditions. Proposers must examine and judge for themselves the locations or plans, physical condition and surroundings for the proposed work to be done under this contract. Submission of a proposal shall be conclusive evidence that the Proposer has made such an examination.

NOTE: These figures are approximations only based on design documents.

V. POSITION SUMMARY

ZONE 1 – DAY SHIFT POSITIONS BY AREA AND TASK

AREA
Concourse A policing and restroom attending
A, B & C Lobby policing
Concourse C policing and restroom attending
Concourse D policing and restroom attending
D Trash pick up and removal
D International policing and restroom attending
Concourse E policing and restroom attending
E Satellite policing and restroom attending
D-E Lobby policing, restroom attending, and jetways
Concourse F policing, restroom attending and jetways
F, G & H policing and restroom attending
Concourse G policing and restroom attending
Concourse H policing and restroom attending
Lobby North policing and corridors
Lobby South policing and corridors
Trash pick up and removal
Offices CCB 4th Floor
Custodians II Glass, Metal, floor care, Carpet care
Lobby J - Custodians Policing first and second floors
CC-J Custodians Policing and Restroom Attending
Lobby J - RR Attendants (Assigned Restrooms)
Lobby North (1100-1900) Policing
Lobby South (1100-1900) Policing
Men's RR A-C Baggage & Tugway A, B Policing
Women's RR A-C Baggage & Tugway A, B Policing
Policing Baggage Claim A-E Policing and restrooms
Policing Baggage Claim E-H Policing and restrooms
Police Upper Curbside A-E Policing
Police Upper Curbside C-E Policing
Police Upper Curbside FEH Policing
Police Lower Curbside A-E Policing
Police Lower Curbside E-H Policing
Men's RR E-H Baggage including E Bus loop & G Tugway Policing
Women's RR E-H Baggage including E Bus loop & G Tugway Policing
Police Tugway A-H including E Chute
Trasher pick up and removal
Custodians II Glass, Metal, Floor care, Carpet care
Metals Custodians II

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ZONE 1 – AFTERNOON SHIFT POSITIONS BY AREA AND TASK

AREA
Concourse A policing, restroom attending, & jetways
A,B,C lobby policing and corridors
Concourse C policing, restroom attending, jetways
Concourse D policing, restroom attending, jetways
D Trash pick up and removal
D International policing, restroom attending, jetways
Concourse E policing, restroom attending, jetways
E Satellite policing, restroom attending, jetways
E Lobby policing and restroom
Concourse F policing, restroom attending, jetways
F Concourse and Lobby policing, restroom attending
Concourse G policing, restroom attending, jetways
Concourse H policing, restroom attending, jetways
Lobby North policing, restroom attending, corridors
Lobby South policing, restroom attending, corridors
Trash pick up and removal
CC B Offices 3rd and 4th
Custodians II as assigned
Custodians II Lobby J metal, glass, floor care, carpet
CC-J Custodians (All Floors)
Lobby J - RR Attendants
CCJ Custodians II metal, glass , floor care, carpets
CC-J RR Attendants
Men's RR A-C Baggage & Tugway A,B
Women's RR A-C Baggage & Tugway A, B
Policing Baggage Claim A-E
Policing Baggage Claim E-H
Police Upper Curbside A-E
Police Upper Curbside C-E
Police Upper Curbside FEH
Police Lower Curbside A-E
Police Lower Curbside E-H
Men's RR E-H Baggage including E Bus loop & G Tugway policing, restroom attending, corridors
Women's RR E-H Baggage including E Bus loop & G Tugway policing, restroom attending, corridors
Police Tugway A-H including E Chute
Floor Care (North Baggage) Custodians II
Floor Care (North Baggage) Custodians II
Floor Care (South Baggage) Custodians II
Floor Care (South Baggage) Custodians II
Ride on Burnisher Custodians II
Ride on Auto Scrubber Custodians II
Restroom Cycling A-H Custodians II
Pressure Washing Custodians II
Escalator Cleaning (Cimex) Custodians II
Trasher Custodians II
Elevator Cleaning (Metal) Custodians II

ZONE 1 – NIGHT SHIFT POSITIONS BY AREA AND TASK

AREA
Concourse A policing, restroom attending, jetways
A, B & C Lobby policing and restroom attending
Concourse C policing, restroom attending, jetways
Concourse D policing, restroom attending, jetways
D Trash pick up and removal
D International policing, restroom attending
Concourse E policing, restroom attending, jetways
E Satellite policing, restroom attending, jetways
E Concourse and Lobby policing, restroom attending
Concourse F policing, restroom attending, jetways
F Concourse and Lobby policing, restroom attending
Concourse G policing, and restroom attending
Concourse H policing, and restroom attending
Lobby North policing, restroom attending, corridors
Lobby South policing, restroom attending, corridors
Trash Lobby pick up and removal
Offices, lounges, break rooms
Custodians II - 5 floor care, carpet care
Custodians II - 7 Metal, cycling, escalators
Strip and Wax Custodians II
ROE Custodians II
Additional Assigned
CC-J/ Terminal Custodians policing and restrooms
2nd Custodians II FIS, 2nd policing and restroom
A-H General Cleaning Elevators
A-E Baggage Area- Floor Area (Floor maintenance, Mop/Dust Mop Etc.)
E-H Baggage Area- Floor Area (Floor maintenance, Mop/Dust Mop Etc.)
A-H Men's RR including Bus loop
A-H Women's RR including Bus loop
A-H General Cleaning including High & Low Dusting
Upper Curbside A-E policing
Upper Curbside E-H policing
Lower Curbside A-D policing
Lower Curbside C-H policing
Floor Care (North Baggage) Custodians II
Floor Care (North Baggage) Custodians II
Floor Care (South Baggage) Custodians II
Floor Care (South Baggage) Custodians II
Ride on Burnisher Custodians II
Ride on Auto Scrubber Custodians II
Restroom Cycling A-H Custodians II
Pressure Washing Custodians II
Escalator Cleaning (Cimex) Custodians II
Trasher Custodians II
Elevator Cleaning (Metal)

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ZONE 2 – DAY SHIFT POSITIONS BY AREA AND TASK

AREA
Building 3033
Building 3050 – Black Box area (1030 -1900)
Building 3030 B Wing (1030 -1900)
Building 3030 C Wing (1030 -1900)
Building 3040
Taxi Lot Restrooms
ATLV Operator
Dolphin Garage & Lower Short Term Parking
Custodian II as assigned
Central Collection Plaza & Park 7
Flamingo Garage, Upper Short Term Parking, Park 6 Main street
Custodian II as assigned
Custodian II as assigned

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ZONE 2 – AFTERNOON SHIFT POSITIONS BY AREA AND TASK

AREA
Building 3033 - Custodian II
Building 3030 - Custodian II
Taxi Lot
ATLV Operator
Dolphin/Flamingo Garage
Dolphin/Flamingo Plaza
Building 3050 & 3030 - Custodian II
Park 8 & Park 3095 Custodian II

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ZONE 2 – NIGHT SHIFT POSITIONS BY AREA AND TASK

AREA
Dolphin/Flamingo Garage Elevators & Stairwell
Dolphin/Flamingo Garage Elevators & Stairwell Washing/Disinfecting
Pressure Washing - As assigned
Dolphin Garage & Lower Short Term Parking
Flamingo Garage, Upper Short Term Parking
Auto Scrubber Operator
ATLV Operator/Taxi Lot
Taxi Lot Restroom Cycle
Park 8

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ZONE 3 – DAY SHIFT POSITIONS BY AREA AND TASK

AREA
BLDG 706-707-708 (porter services for 40 R/R, trash removal from USDA offices)
CCC CARGO CLEARANCE CTR/2122 (porter services for 8 R/R & common areas)
Bldgs 700-701-702, Fumigation trailers, Int'l Waste (porter services for 36 R/R 5 days & 12 R/R 1 day/wk)
CARGO CITY BLDG 716 (porter services for 18 R/R)
CARGO CITY BLDG 716 (porter services for 18 R/R)
GAC/Fire station (trash removal & R/R porter services for 6 R/R in GAC; daily cleaning in Fire Station)
BLDG 100 (porter services for 28 R/R)
GAA Airports (Opa-locka, Homestead, Kendall-Tamiami & 1 day in GAC on 36th St.)
Building 5A (Recycling containers, police 8 R/R, perimeter, stairwells, elevators, water fountains, glass, etc.)

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ZONE 3 – AFTERNOON SHIFT POSITIONS BY AREA AND TASK

AREA
CCC CARGO CLEARANCE CTR/2122 (daily cleaning of 1st floor offices & 4 R/R)
CCC CARGO CLEARANCE CTR/2122 (daily cleaning of 2nd floor offices & 4 R/R)
CCC CARGO CLEARANCE CTR/2122 (daily cleaning of common areas)
BLDG 5A (daily cleaning of 1st floor offices, common areas & 4 R/R)
BLDG 5A (daily cleaning of 2nd floor offices, common areas & 4 R/R)
BLDG 5A (daily cleaning of 3rd floor offices, common areas & 4 R/R)
BLDG 5A (daily cleaning of 4th floor offices, common areas & 4 R/R)
BLDG 100 (daily cleaning of 1st floor offices, common areas & 4 R/R)
BLDG 100 (daily cleaning of 2nd & 3rd floor common areas & 12 R/R)
BLDG 100 (daily cleaning of 4th floor offices, common areas & 4 R/R)
BLDG 100 (daily cleaning of 5th & 6th floor offices, common areas & 8 R/R)
BLDG 706-7-8 (porter services for 40 R/R & USDA offices)
Custodial relief worker
Custodial relief worker
Project Cleaning Work
Project Cleaning Work

ZONE 3 – NIGHT SHIFT POSITIONS BY AREA AND TASK

AREA
BLDG 716 (nightly cleaning of 20 1st Floor R/R)
BLDG 716 (nightly cleaning of 16 2nd Floor R/R)
BLDG 716 (nightly cleaning of common areas)
706 CARGO (nightly cleaning of 16 R/R and common areas)
708 CARGO (nightly cleaning of 16 R/R and common areas)
707 CARGO (nightly cleaning of 12 R/R, common areas & USDA--1/2 shift only)
BLDG 700 & 1/2 of 701 (nightly cleaning of 18 R/R & common areas; 1/2 shift on Sat to do R/R only; no Fri. svc)
BLDG 702 & 1/2 of 701 (nightly cleaning of 18 R/R & common areas; 1/2 shift on Sat to do R/R only; no Fri. svc)
CCC BLDG (nightly cleaning of 8 R/R ; 2 nights- 1/2 shift only)
GAC Building (nightly cleaning of 6 R/R, common areas and offices)
Custodial relief worker
Custodial relief worker
Custodial relief worker
CARGO ROTARY/EXTRACTING
R/R CYCLE CLEANING
R/R CYCLE CLEANING
R/R CYCLE CLEANING

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VI. RESERVED

VII. EMPLOYEE FRINGE BENEFITS

Employee benefits are listed below. These programs must be approved by the County in advance and any changes thereto approved by the County.

SICK LEAVE

Each employee will be allowed three (3) paid sick days after completion of the ninety (90) days of continuous full-time employment. Thereafter, employees will be allowed six (6) paid sick days per year.

HOLIDAY/VACATION LEAVE

The Contractor shall provide the following paid holidays for all regular full-time employees who have worked after completing ninety (90) days of continuous full-time employment. In the event a holiday falls on Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, It will be observed on the following Monday.

Eligible employees will receive the following holidays as paid days off:

New Year's Day (January 1)
President's Day
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day
Christmas Day (December 25)
* Two (2) Floating Personal Days

* Employees will be eligible to take two (2) floating personal days during the year after they have completed ninety (90) days of continuous employment.

The Contractor will provide paid vacation for all regular full-time employees who have completed ninety (90) days of continuous employment. Each employee is eligible for:

5 days after 1 year
10 days after 2 years

No employee shall be eligible to take accrued vacation time until the employee has completed one (1) year of continuous full-time employment.

MEDICAL INSURANCE

The Contractor will provide basic medical insurance for all full-time employees with 90 continuous working days of employment. The Contractor shall be paid for actual costs upon providing the Department with a list of eligible employees, each individual's plan, single or family, monthly cost, a copy of the invoice from the health care provider listing covered employees and type of coverage, and a copy of the cancelled check showing the provider was paid by the Contractor for the coverage.

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XIII. ATTACHMENT A

TERMINOLOGY FOR JANITORIAL SPECIFICATIONS

Adhered Soil	Any foreign particles either solid or liquid that are adhered to the surface, (e.g. oil, water, dried mud, caked oil absorbent compound).
Alkaline Ice	The carbonate or phosphate, white residue that deposits after water containing dissolved alkali evaporates.
AOA	Aircraft Operations Area
Bactericidal	Kills all bacteria.
Bacteriostatic	Prevents the growth of bacteria.
Burnishing	Using a very high speed (1500+ rpm) rotary machine to harden and give luster to a floor finish.
Carpet Cleaning:	
• Deep Extraction	Carpet cleaning that involves that deep penetration of cleaning solution into the carpet fibers and removal through a vigorous suction method, usually measured by pounds of lift.
• Surface Cleaning	The cleaning of the surface of the carpet fibers with very little cleaning solution penetrating into the carpet surface.
• Non-residual Cleaner	Cleaning solution or cleaning method that is designed to dry in a state (or cleaning) that leaves little or no cleaning compound that will cause rapid re-soiling of the carpet surface.
• Gum Residue	Refers to the sticky surface that can be left by gum even after the bulk material has been removed. This residue will cause rapid re-soiling of the carpet by capturing dirt into the sticky substance.
Check-in	The process of clocking in on an approved time clock.
Check-out	The process of clocking out on an approved time clock.
Clean	The removal of loose, adhered and impregnated matter.
Consumable Supplies	Supplies that are used up in the process of servicing the public restrooms, or in the collection of trash. Examples include paper towels, toilet paper, plastic liners.

Cross Training	The on-going training of staff in such a manner as to allow the Contractor to have an adequate, documented resource of employees who can perform various, different tasks so that the Contractor can assign or re-assign personnel to cover for anticipated and unanticipated absenteeism in order to meet at all times the work requirements of this contract with well trained, qualified employees.
Custodian II	A worker who is trained and qualified (through a contractor's program, approved by the Department) to perform work that requires a higher level of skill and training than routine work. It is usually identified with the use of certain equipment and/or the understanding of and proficiency with certain techniques that are regarded in the industry as specialized. Example: floor Custodian II who has proficiency in the use of heavy equipment and chemicals, and has the necessary skills in their application to prepare and refinish hard floor surfaces.
Deodorizing	The use of specific chemicals that will destroy odors at their root cause.
Dirt	Sand, soil, dust or other matter that is not adhered to a surface.
Dressing (or Finish)	The generic name for any penetrating covering.
Drug Free Work Place	The contractor shall maintain a drug free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by the Contractor for work at the Airport or its properties prior to such employee testing negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use.
Dust (verb)	The removal of all loose dirt, dust and soil particles from the ceiling to floor surfaces, inclusive of walls and partitions.
Equipment	Tools that may be electric, mechanical, or fixed that are used in the cleaning activities and are generally not consumed during their use.
Facility	The buildings, grounds and their components that comprise the Miami International Airport complex.
Finish (Floor Finish)	The plastic material that is applied on top of hard floor sealer providing luster, protection and slip resistance to a hard floor surface. The product is applied in a liquid state and dries to a plastic membrane surface.
Floor	A specific level of a building.

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Frequency	The number of times a task is accomplished in a defined time period.
Furnishings	Includes mobile or fixed items in an area; such as tables, chairs, planters, desks, ashtrays, cabinets, clocks, bookcases, couches, water fountains, telephones, trash cans, etc.
Gates	Refers to the areas where passengers board to leave on the plane. Usually adjacent to a jetway.
Gum Removal	The compete removal of adhered gum, including any residue that may be embedded into the surface.
Hydrophilic	Soils that can be dissolved by water.
Hydrophobic	Soils that resist the solvent action of water.
Impregnated	Adhered soil that has penetrated deeply into a surface and requires (or embedded) soil vigorous cleaning techniques for its removal. Examples include heel marks, stains, ground in soil, grime, gum, etc.
Janitorial Supplies	Supplies that are used up in the process of performing janitorial work. Examples included rags, dusters, cleaning chemicals, floor finish, pads, etc.
Job Descriptions	The written work plan for a single job assignment which describes the employees' job duties inclusive of: the area where work is performed; the tasks to be performed; the materials and equipment required; the schedule of work with sufficient detail to provide adequate guidance to the employees and monitoring capability to management; the expected results of the work described; and safety instructions to the employees. Written job descriptions are required for all job assignments performed under this contract.
Light Scrubbing	The use of a rotary machine and a mild pad to remove the surface coat of floor finish, leaving some finish and all floor sealer. The intent is to remove surface abrasion and marks that cannot be removed with cleaning, spray buffing or burnishing, and preparing the floor for a light recoating of finish.
Litter	Items that have been discarded, but not deposited in a collection container.
Location	An area that has been identified with a name or unique reference.
Loose soil	Sand, soil, dust or other matter that is not adhered to a surface.

Management	The process of controlling the various aspects of the janitorial program in order to achieve the program's objectives.
Management Staff	The personnel who are responsible for overseeing, planning, coordinating and evaluating the work required under this contract in order to ensure that the janitorial contractual requirements are accomplished.
Monitor	To observe and evaluate the effectiveness of the janitorial program though a formalized procedure that includes the periodic inspection, documentation of the actual work performed and the results of that work.
Mullions	Vertical cross bars in a window or curtain wall.
Muntins	Horizontal cross bars in a window or curtain wall.
Non-productive Hours	Any paid time for clocked-in hours where the employees' activities do not directly accomplish the programmed work. This includes check-in, equipment set-up, area set-up, travel, area restore, putting away of equipment, paid break, check-out.
Paid Work Hours	Includes productive and non-productive paid time where employees are on the job and clocked in.
Plan (Janitorial Plan)	The written summary and detail outlining the scope of work, resources, timing and expected results of the janitorial program.
Policing	The on-going process of picking up paper and miscellaneous trash, cleaning and sanitizing surfaces, wiping down seating units, emptying of trash receptacles and recycling bins, damp wiping and sanitizing trash receptacles and lids, cleaning soiled areas, damp mopping terrazzo and resilient flooring, stairways and landings, handrails, guardrails and push plates. Removal of gum deposits and cleaning and dusting of fixtures including monitors, displays, information kiosks and counters.
Power Scrub	The use of automatic commercial equipment that is designed to scrub and remove adhered and impregnated dirt from hard surface floors.
Pressure Washing	The use of pressurized water dispensed through a special hose to remove deeply embedded dirt and soil from surfaces.
Preventative Cleaning Maintenance	Those work requirements that, when accomplished as and programmed, keep the overall appearance at an

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	acceptable level without having to perform more aggressive restorative procedures.
Prime Contractor	The Contractor who has overall responsibility for the janitorial program, even if it is allowed to sub-contract any of the overall responsibilities to any other party.
Productive Hours	The labor hours for which an employee is directly engaged in the actual work to be performed. This does not include set-up, travel, put-away or paid break times.
Project Cleaning	The periodic services that are intended to clean to a "like-new" condition. This service includes, but is not limited to, high dusting, wall washing, deep extraction of carpets, steam cleaning, complete stripping and refinishing of hard floor surfaces, and other detailed services not included in daily cleaning or policing.
Project Cleaning Schedule	Contractor is responsible for the scheduling of all Project Cleaning in a manner which ensures that each year, the required frequencies will be performed. Project Cleaning shall be performed during low traffic times, generally during the night shift. On October 1st of each Contract Year the Contractor shall submit a detailed schedule of Project Cleaning to be completed.
Restoration	Adding a light film of plastic polymer that rebuilds worn floor finish.
Road, Ramp Sweeping	The use of industrial-scale, ride-on, mechanical sweeping equipment that is suitable for the airport's road and ramp sweeping requirements.
Routine Cleaning	Cleaning functions that keep the appearance and sanitation at an acceptable level, but may not be sufficient to keep areas at their optimal levels without the periodic application of more aggressive cleaning methods.
Sanitizing	The application of specific anti-microbial chemical formulas that cause the destruction of germs and bacteria to a level regarded as sanitized, according to industry standards.
Scheduling	The written, timed projection of all work to be accomplished in order to satisfy the cleaning and administrative requirements of this contract.
Scrubbing	Aggressive cleaning methods often using abrasive equipment and tools that help to penetrate and dislodge impregnated soil

Sealer	A particular form of dressing that is designed to perform the specific task of filling in the matrix of a material, or surface abrasions, or inherent porosity of the substance.
Service Standards	The expected results from the janitorial program in appearance, (janitorial) odor control and sanitation.
Set-up Area	An area where equipment is prepared for work.
Set up Equipment	Assembling equipment for daily work.
Shift (Work Shift)	Refers to an 8-hour time frame within a 24-hour period. Day Shift: Daily work period from 6:00a.m. to 2:30p.m. Afternoon Shift: Daily work period from 2:00p.m. to 10:30p.m. Night Shift: Daily work period from 10:00p.m. to 6:30a.m.
Sidewalk	A pedestrian walking area usually adjacent to a road.
Solvent	Liquid media that has the property of being able to assimilate solids into suspension or solution.
Spot Cleaning	The selective cleaning of an obvious stain or soil condition in such a manner that the selective cleaning does not leave a noticeable difference in appearance between the selective area cleaned and the area that surrounds it.
Spray Buffing	The combined use of a rotary machine and a liquid product that is designed to help clean and polish the finish on a floor surface.
Stripping	The complete removal of floor finish and sealer, leaving the floor surface free or any residue and in a pH neutral condition, in preparation for applying the sealer and finish.
Supplies	See *Chemicals & Supplies for Routine and Project Cleaning*.
Sweeping	The collection and removal of loose items from a hard surface with the aid of a broom or mechanical equipment.
Technical Expertise	The expert understanding of the methods that are required to (janitorial) achieve optimal results in the janitorial program.
Technology	The application of products and equipment that increases productivity.
Training Procedures	A planned, written and documented process of training employees in the appropriate methods and use of technology to perform a required task.

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Trash	Debris, litter and any item or matter left in any area.
Trash removal and disposal	The removal of trash in a manner that meets the Department's, the County's and any other government agency's requirements for such disposal.
Travel	The physical movement from the check-in area to the assigned area, and the return from the assigned work area to the check-out area.
Vacuuming	The use of equipment that creates suction to remove soil or liquid. Carpet (dry) vacuums typically include agitation to help dislodge soil which is then removed through suction. Liquid (wet) vacuums typically have specialized components that keep the liquid from entering into the electrical motor.
Window Washing	
• Routine	Window washing that entails work lower than 15 feet, and is not considered high risk.
• Subcontracted Work	Washing above 15 feet that requires specialized equipment, including ladders to complete.

IX. ATTACHMENT B

GENERAL JANITORIAL EQUIPMENT, SUPPLIES & CHEMICALS

Cleaning equipment, supplies and chemicals used to perform services under this Contract shall be subject to the approval of the County and will be in compliance with manufacturers' recommendations. Materials proposed for use shall comply with all applicable regulations for protection of the environment and the health and safety of employees and the public. Materials shall be appropriate, as recognized by the highest standard of custom and usage in the industry, for purposes utilized and shall be non-destructive of surfaces. No product used by the Contractor shall decrease the slip resistance of flooring or floor surface throughout the premises covered by this contract. Contractor shall provide to the County and shall update from time to time a list of all cleansers, chemicals, solvents, paper products and the like used by it in provision of cleaning services.

CHEMICALS & SUPPLIES FOR ROUTINE AND PROJECT CLEANING

Chemicals required:

Carnauba Wax Lotion
Degreaser Solution
Food Grade Mineral Oil
Glass Cleaner
Non-ammoniated Floor Stripper
Phosphoric/Citric Acid Descaler
Quaternary Cleaner

Supplies required:

Clean White Rags
Eye Protection
Hand Soap
Paper Products
Rubber Gloves
Scrub Pads
Sponge Mop
Sponges
Stainless Steel Bucket

Equipment required:

40 Gallon Plastic Container
Mop Bucket
Mop Heads
Pump Sprayer
Rotary Scrubber/Roto Wash Machine Mop Bucket
Scrub Pad Mounting Handle Floor Squeegee

Equipment List – Zone 1

Contractor shall furnish, at a minimum, the following equipment for use in performing the work required by this Contract. All equipment is to be new at the beginning of the Contract. Equipment marked with an asterisk (*) shall be replaced with new equipment, at Contractor's expense, at the Contract midpoint and at the start of any subsequent extensions of the Contract, if so directed by the Department. The Contractor may request equal or better substitutes for equipment. Contractor shall request the substitution in writing and will include, the make and model number of the requested substitution and a copy of the manufacturer's catalog cut sheet.

BURNISHERS	14	Nilfisk Advance Advolution Ride on Burnisher
	8	Ultra VS20 UHS Nilfisk Advance Cord Electric Burnisher
	4	Whirlmatic VS 20 Walk Behind Burnisher
	4	335 Tomcat Ride On Burnisher
ESCALATOR CLEANERS	8	Cimex 24" Escalator Cleaner
EXTRACTORS	18	Aquaride AXP Rider Extractor
	8	Aquamax Walk Behind Extractor
	4	Aquaspot Spotter
	3	Chattanoga Plus Steam Cleaner 110V
FLOOR MACHINES	20	Advance Pacesetter 20TS *
PRESSURE CLEANERS	2	Adhancer 28C
	3	Ettore 90007 Window Cleaners
	4	Landa MHPS 3500 Trainer Mounted
	5	Hydrotek SC30008KAF
RESTROOM CLEANERS	10	VJ Kaivac Restroom Cleaners
	10	Numatic North American WV Flood Pumper
FLOOR SCRUBBERS	14	Advenger 2810
	15	Windsor Grout Hog
	16	Tennant 17" Scrubber
	10	Warrior X28C Walk Behind
FLOOR SWEEPERS	10	Advance Terra 4300 B *
TUGS	2	SS5-34 Taylor Dunn Electric Tug
VACUUMS	35	CarpetTwin 16X *
	8	28" Champion Kent Wide Area Vacuum *
	6	Advance BackVacuum XP *

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Equipment List – Zone 2

Contractor shall furnish, at a minimum, the following equipment for use in performing the work required by this Contract. All equipment is to be new at the beginning of the Contract. Equipment marked with an asterisk (*) shall be replaced with new equipment, at Contractor's expense, at the Contract midpoint and at the start of any subsequent extensions of the Contract, if so directed by the Department. The Contractor may request equal or better substitutes for equipment. Contractor shall request the substitution in writing and will include, the make and model number of the requested substitution and a copy of the manufacturer's catalog cut sheet.

BURNISHERS

2 Ultra VS20 UHS Nilfisk Advance Cord Electric Burnisher

EXTRACTORS

5 Aquamax Walk Behind Extractors

FLOOR MACHINES

6 Advance Pacesetter 20TS *

PRESSURE CLEANERS

1 Adhancer 28C
1 Hydrotek Trailer Mounted Pressure Washer

RESTROOM CLEANERS

1 Kaivac VJ

FLOOR SCRUBBERS

4 Warrior X28C Walk Behind

VACUUMS

2 28" Champion Kent Wide Area Vacuum *
4 CarpetTwin 16X *

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Equipment List – Zone 3

Contractor shall furnish, at a minimum, the following equipment for use in performing the work required by this Contract. All equipment is to be new at the beginning of the Contract. Equipment marked with an asterisk (*) shall be replaced with new equipment, at Contractor's expense, at the Contract midpoint and at the start of any subsequent extensions of the Contract, if so directed by the Department. The Contractor may request equal or better substitutes for equipment. Contractor shall request the substitution in writing and will include, the make and model number of the requested substitution and a copy of the manufacturer's catalog cut sheet.

CARPET EXTRACTORS

5	Aquamax Walk Behind Extractor

FLOOR MACHINES

15	Advance Pacesetter 20 *
1	Windsor Grout Hog *

BURNISHERS

2	Nilfisk/Advance HS Ultra 20

PRESSURE CLEANERS

1	Adhancer 28C
1	Hydrotek Trailer Mounted Pressure Washer

VACUUMS

6	28" Champion Kent Wide Area Vacuum *
4	CarpetTwin 16X *

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Note: The following specifications for chemicals are minimums. The County must approve any changes for these specifications.

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Specification for: Enzyme Spotter and Odor Control

General Description: A concentrated liquid containing specialized strains of live, but safe to use (non-pathogenic) bacteria that will produce enzymes capable of digesting organic matter.

Performance Requirements: When used as directed the product will digest and remove organic deposits and stains including urine, feces, vomit, blood milk, wine, coffee from in and around toilet fixtures and urinals (grout lines), drain lines, waste containers, upholstery, carpets and fabric. The product shall be non-staining and have a pleasant, fresh fragrance.

Use Directions: For odor control or to remove organic stains: Pre-clean using product at a dilution of 8 - 16 oz. per gallon of water and then use as-is to digest the foul odor. Keep wet and allow to work several hours.
For drain and septic tank maintenance: Initially pour 1 pint to 1 quart when the tank is not being used. Then maintain, using 4 oz, 2 -3 times per week.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: 6 - 8
Flashpoint: None in concentrate form.
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Bacteria Count: Not less than 50 billion enzyme bacteria per gallon
Bacteria Cultures: Not less than 3 different bacillus bio-strains or bacterial cultures capable of digesting fats, grease, proteins, starch and cellulose. Product must be certified free of salmonella.
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

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Specification for: Enzyme Drain Maintainer/Opener

General Description: A concentrated, ready to use liquid containing specialized strains of live, but safe to use (non-pathogenic) bacteria that will produce enzymes capable of digesting organic matter including grease, fats and other blockages in drains and grease traps.

Performance Requirements: When used as directed, product shall remove organic drain clogs quickly, and as maintainer, prevent clogs from occurring and allow free flow. It shall deodorize drain lines as it works.

Use Directions: Start with drains on lowest level and work up; when top level is reached, add at top level only. Remove as much water from line as is practical, and treat when water flow is lowest.
Use the following guide for daily addition, based on drain condition:

Pipe Size	1"	2"	4"
Blocked	8 oz.	16 oz.	32 oz.
Sluggish	4 oz.	8 oz.	16 oz.
Odors	2 oz.	4 oz.	8 oz.

When drain is clear and flowing, continue "sluggish" addition rate for 3 days, then add every 2-4 weeks to avoid buildup.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: 6 - 8
Flashpoint: None in concentrate form.
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Bacteria Count: Not less than 100 billion enzyme bacteria per gallon
Bacteria Cultures: Not less than 7 different bio-strains or bacterial cultures capable of digesting fats, grease, proteins, starch and cellulose. Product must be certified free of salmonella.
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Product shall contain no acids, caustic or chlorine based ingredients.
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

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Specification for: General Purpose Carpet Spotter

General Description: A ready-to-use liquid formulated to remove most common stains from carpets caused by food, beverage, grease, blood, ink and paint. It shall be safe for use on all carpet fibers including 5th generation stain resistant nylon. Normal use of product must not adversely affect carpet, backing or pad.

Performance Requirements: When used as directed, product must penetrate, solubilize and remove those common stains listed above when applied to spot within 24 hours, before it has a chance to become set. No other product or treatment should be used before using the General Purpose Carpet Spotter.

Use Directions: Vacuum or blot stain to remove loose soil. Spray fluid directly onto spot and allow to work 1 minute. Spray lightly again. Blot dry with clean towel. Do not rub - this will only spread spot. Repeat until spot is removed. For more difficult stains, spray and agitate with clean brush or bone scraper.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: Neutral (pH 6.0 -8.0)
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Petroleum hydrocarbon or chlorinated solvents
*Substances problematic to the sewage or waste treatment process employed or specifically restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	Material Safety Data Sheet compliant with all OSHA requirements.
Containers:	Product labeling compliant with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

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Specification for: Pretreat and Traffic Lane Cleaner

General Description: A concentrated liquid formulated as a pretreatment before carpet extraction for use in heavy traffic lanes or as an interim maintenance product for high traffic zones.

Performance Requirements: When used as directed, the product shall penetrate and loosen ground-in grit, grime, tracked–in soil, food, condiment and beverage spills and greasy, oily soil. It can also be used with a bonnet as an interim maintenance product for area cleaning in high traffic zones. The product will dry quickly and residue free to prevent resoiling. It shall not lighten, loosen or damage the carpet.

Use Directions: When used as a pretreatment, dilute according to label directions in a backpack-type tank sprayer. Place WET FLOOR signs to mark work area. Divide the work into manageable segments. Apply liberally to carpet immediately prior to deep extraction. Allow to work a few minutes, then extract.
When used as a traffic lane maintenance cleaner, dilute according to label directions in a lined rolling mop bucket. Soak one or more carpet bonnets in the solution. Place WET FLOOR signs to mark work area. Divide the work into manageable segments. Remove bonnet from bucket, wring excess solution and place beneath single-disk floor machine. Clean area with a steady back and forth motion. Turn or replace pad frequently to avoid resoiling.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: Neutral (pH 6.0 -8.0)
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Petroleum hydrocarbon or chlorinated solvents
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product Primary and Secondary labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

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Specification for: Carpet Extraction Cleaner

General Description: A highly concentrated liquid formulated for use in carpet extraction equipment for deep cleaning carpets.

Performance Requirements: When used as directed, the product will penetrate deep into carpet fibers to remove oily soils, ground-in grit, grime, food, condiment and beverage spills. The product shall be effective in hot or cold water extraction systems and leave minimal residue in order to prevent resoiling. It shall be solvent free, low foaming and safe for use on all carpet fibers including stain resistant nylon.

Use Directions: Vacuum to remove loose soil. Dilute according to label directions in extractor tank. In lightly soiled areas, apply, scrub and extract in single pass. In more heavily soiled areas, apply with first pass, and scrub and extract with second pass. (See Pretreat and Traffic Lane Cleaner for combined instructions.)

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: Neutral (pH 6.0 -8.0)
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Solvent Content: None
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

292

Specification for: Gum Remover

General Description: A ready to use aerosol formulated to remove chewing gum, candle wax, putty and other gummy substances from carpet , upholstery and other surfaces.

Performance Requirements: Product will function by freezing the substance so that it cracks off for easy removal . The product shall leave no staining or chemical residue

Use Directions: Apply directly to gummy substance with a short spray. Use extender tube if necessary. Use scraper or knife to carefully pry frozen substance from surface. Repeat if necessary.

Specifications / Composition:

Type: Aerosol

Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:

*Carcinogenic or Suspect Carcinogens

*EPA, SARA Section 313 reportable substances

*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

293

Specification for: Metal Cleaner and Polish

General Description: A ready to use aerosol product formulated to clean and polish metal surfaces.

Performance Requirements: When used as directed, product shall clean, polish and protect metal surfaces. It shall remove fingerprints, smudges and smears. It will protect the surface and resist resoiling. When applied, it will achieve a sheen without hard rubbing and leave no oily residue.

Use Directions: Apply sparingly to a clean, dry wiper. Wipe on to surface, repeating as necessary. Turn cloth frequently to avoid resoiling. Allow to air dry.

Specifications / Composition: .

Appearance / Type: Aerosol with pleasant odor
pH: N/A
VOC Content: Compliant with all Federal, State and Local Regulations
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
* Must contain no chlorinated solvents
* Must contain no acids or abrasives
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

294

Specification for: Flax Wood Cleaner

General Description: A concentrated liquid formulated to clean and protect fine wood surfaces without drying them out or raising the grain.

Performance Requirements: When used as directed, the product shall remove smears, smudges, food, condiment and beverage spills and oily soils from wood surfaces. It shall not have a detrimental effect on the wood such as drying, or raising the grain, even with repeated use. It shall leave a buffable flax sheen on the surface as protection.

Use Directions:
For light cleaning, dilute 128:1 (1 oz. per gallon)
For normal soil, dilute 64:1 to 42:1 (2-3 oz. per gallon)
For heavy soil, dilute 20:1 to 12:1 (6-10 oz. per gallon)

Dilute with warm water for best results. Apply using a clean, damp wiper. Turn frequently to avoid resoiling. Buff after drying to raise a sheen.

Specifications / Composition:

Contains natural flax oils for wood protection.
Appearance: Water-thin liquid with pleasant odor
pH: 9 - 11 in concentrate form
Flashpoint: None in concentrate form.
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Solvent Content: Less than 1%
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

295

Specification for: General Purpose Cleaner

General Description: A concentrated liquid formulated to clean floors and other hard surfaces of daily soil build ups such as tracked-in dirt, oil and grime, food, condiment and beverage spills, blood and vomitus. Normal use of the product shall not dull, check, haze or damage floor finish and it shall be low foaming to allow use in an autoscrubber.

Performance Requirements: When used as directed, product must penetrate, soften, loosen and emulsify soils mentioned above on hard surfaces for easy removal. It shall not require repeat scrubbing to remove the soils mentioned above and shall not require flood rinsing.

Use Directions: Dispense product into rolling mop bucket or scrubber using chemical dispensing station. Place WET FLOOR signs to mark work area. Divide your work into manageable segments.
If applying by autoscrubber, use blue or green scrubbing pads, and apply solution to the floor and pick it up in one pass. For heavier soil deposits, apply solution to the floor and scrub, but do not pick up; on second pass, lower squeegee on scrubber, scrub and pick up. No rinse is necessary.
If applying by mop (use a clean mop head), apply solution to floor, allow it to work, and pick it up. Wring mop thoroughly, and repeat procedure. Change solution frequently to avoid resoiling floor.
Lightly rinse if necessary.

Specifications / Composition:

Appearance:	Water-thin liquid with pleasant odor
pH (concentrate):	10.5 to 11.5
Flashpoint (TCC):	None
% Caustic soda (NAOH):	None
%Caustic potash (KOH):	None
% Phosphorous:	None
Stability (40 - 120 F):	OK in closed containers
Freeze/thaw stability:	OK, 3 cycles with thawing and agitation
VOC Content:	Compliant with all Federal, State and Local Regulations

Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Primary and Secondary labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

296

Specification for: Spray and Wipe Cleaner

General Description: A ready to use liquid formulated to remove fingerprints, smudges, food, condiment and beverage spills, ball-point ink, smoking residues and oily smears from tabletops, walls, kiosks, phone booths, railings, doorways, plastic chairs and other non-glass surfaces.

Performance Requirements: When used as directed, product must quickly penetrate, emulsify and loosen soils mentioned above for easy removal with a clean wiper or sponge. It shall not damage the surface during cleaning, nor leave sticky residue after cleaning.

Use Directions: Dispense product into proper spray bottle using chemical dispensing station. Apply to surface to be cleaned in wet mist. Allow some time to work, then thoroughly wipe with clean damp cloth. Turn cloth frequently to avoid resoiling. Avoid overspraying.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: Less than 10.0 at use dilution. Less than 11.5 in concentrate form.
Flashpoint: None in concentrate form.
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*Petroleum hydrocarbon or chlorinated solvents
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Primary and Secondary labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

297

Specification for: Floor Finish

General Description: A metal-crosslinked, polymer based floor finish exhibiting long wearing properties under severe foot traffic conditions. A milky liquid composed of complexed acrylic polymers, synthetic resins and waxes developed to give excellent gloss retention, scuff and black mark resistance.

Performance Requirements: The finish shall be suitable for use on and not harmful to asphalt, vinyl, vinyl composition, vinyl asbestos, rubber, sealed or painted wood, and terrazzo when used as directed. It shall be a homogeneous, easy-flowing liquid that, when applied to the afore-mentioned floor surfaces, shall flow out evenly without streaking, and dry to a glossy, uniform film. The finish shall adhere to the afore-mentioned surfaces, when properly prepared, and form a tough, durable continuous film which will not powder under normal conditions. It shall be water, detergent and oil resistant. The finish shall possess the capability of being readily removed, when desired, by a floor finish remover designed to remove metal-crosslinked finishes.

Use Directions: Strip to completely remove old coatings. Remove all cleaner and soil residue with a thorough rinse. Complete stripping and rinsing, especially of buildups along edges and in corners, ensure the best possible appearance and durability of the finish. In most cases, a sealer is not necessary. A water emulsion sealer is recommended on extremely porous floors. A sealer designed for use on terrazzo is recommended before applying floor finish on that surface. If a sealer is used, two coats are recommended on a completely stripped floor.

Do not buff a bare dry floor before coating. If tile is vinyl asbestos, asbestos may be released into the air. The floor must be thoroughly dry before applying a sealer or finish. Line bucket with liner and pour in finish. Pour in only what you plan to use. Use clean blended rayon mop. Dip into finish and press out excess, do not use wringer. Outline area to be finished, then fill in using figure eight motion. Stay 6"away from edges. Allow 45 minutes between coats. Last coat should cover edges.

Specifications / Composition:

Appearance:	Opaque liquid
Odor:	Characteristic
pH (concentrate):	8.0 to 9.0
Non-volatile (ASTM#D2834-84):	16.0 to 25.0%
Flashpoint (TCC):	None
Drying time (75 F,50%R.H.):	20 to 30 minutes
Slip resistance (ASTM #D2047-82):	Exceeds Underwriters Laboratories requirements for slip resistance.
Stability (40 to 120 F):	OK in closed containers
Freeze/thaw stability:	Protect from freezing
VOC Content:	Compliant with all Federal, State and Local Regulations
Coverage:	1st coat: 1500 - 2000 sq. ft./gal. 2nd coat: 1800 - 2500 sq. ft./gal.

Additional Requirements:

MSDS:	Material Safety Data Sheet compliant with all OSHA requirements.
Containers:	Product labeling compliant with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality/Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.

298

Specification for: Floor Sealer

General Description: A polymer based floor sealer/undercoater designed to be used in combination with a metal-crosslinked, polymer based floor finish. A milky liquid composed of acrylic polymers and plasticizers developed to provide a tough, detergent resistant initial foundation coating on asphalt, vinyl, vinyl composition, vinyl asbestos and terrazzo floors.

Performance Requirements: The sealer shall be suitable for use on and not harmful to asphalt, vinyl, vinyl composition, vinyl asbestos and terrazzo when used as directed. It shall be an easy-flowing liquid that, when applied to the afore-mentioned floor surfaces, shall flow out evenly without streaking, and dry to a tough, uniform film. The sealer shall adhere to the afore-mentioned surfaces, when properly prepared, and form a tough, durable continuous film which will not powder under normal conditions. It shall be water, detergent and oil resistant.

Use Directions: Strip to completely remove old coatings. Remove all cleaner and soil residue with a thorough rinse. Complete stripping and rinsing, especially of buildups along edges and in corners, ensure the best possible appearance and durability of the sealer. In most cases, a sealer is not necessary, but it is recommended on extremely porous floors. A sealer designed for use on terrazzo is recommended before applying floor finish on that surface. If a sealer is used, two coats are recommended on a completely stripped floor. Do not use the sealer as a finish, it will scuff and mark. Do not apply sealer each time you scrub and recoat, unless the floor is stripped bare every time. A heavy sealer buildup or sealing over finish may cause a cracking, unsightly appearance which will be difficult to remove.

Do not buff a bare dry floor before coating. If tile is vinyl asbestos, asbestos may be released into the air. The floor must be thoroughly dry before applying the sealer. Line bucket with liner and pour in sealer. Pour in only what you plan to use. Use clean blended rayon mop. Dip into sealer and press out excess, do not use wringer. Outline area to be sealed, then fill in using figure eight motion. Stay 6" away from edges. Allow 30 minutes between coats. Second coat should cover edges.

Specifications / Composition:

Appearance:	Opaque liquid
Odor:	Characteristic
pH (concentrate):	8.5 to 9.5
Non-volatile (ASTM #D2834-84):	16.0 to 20.0%
Flashpoint (TCC):	None
Drying time (75 F.50% R.H.):	20 to 30 minutes
Slip resistance (ASTM #D2047-82):	Exceeds Underwriters Laboratories requirements for slip resistance
Stability (40 to 120 F):	OK in closed containers
Freeze/thaw stability:	Protect from freezing
VOC Content:	Compliant with all Federal, State and Local Regulations
Coverage:	1st coat: 1500 - 2000 sq. ft./gal. 2nd coat: 1800 - 2500 sq. ft./gal.

Additional Requirements:

MSDS:	Material Safety Data Sheet compliant with all OSHA requirements.
Containers:	Product labeling compliant with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality/Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots of batches must be traceable via clearly marked coding system on product packaging.

299

Specification for: Floor Finish Maintainer

General Description: A concentrated, water-based cleaner and maintainer formulated to be used in conjunction with high speed buffing equipment to maintain finished floors at peak appearance even under heavy traffic.

Performance Requirements: The floor finish maintainer shall be suitable for use on floors which have an existing base of floor finish. It shall be formulated to be diluted at the rate of two ounces per gallon of water in a bucket or in an automatic scrubber and applied to the floor by damp mopping or light scrubbing mode. If unbuffed, the maintainer will act as a neutral cleaner and not haze or dull the floor. When buffed with a high speed buffer and pad, however, the floor will be restored to a bright, slip resistant shine without buildup or powdering.

Directions for use: Remove gross soils (labels, gum) with a scraper. Dust mop the floor daily.

Automatic Scrubber Use: Dilute 2 ounces of Maintainer per gallon of water. Scrub floor area and pickup. Allow floor to dry. Burnish with high speed buffing machine with appropriate buffing pad. Dust mop the floor.

Mop and Bucket Use: Dilute 2 ounces of Maintainer per gallon of water. Damp mop floor and allow to dry. Burnish with high speed buffing machine with appropriate buffing pad. Dust mop the floor.

Specifications / Composition:

Appearance:	Clear liquid
pH (concentrate):	9.0 to 10.0
Flashpoint (TCC):	Greater than 150 F.
% Caustic soda (NAOH):	None
% Caustic potash (KOH):	None
% Phosphorous:	None
Stability (40 - 120 F):	OK in closed containers
Freeze/thaw stability:	OK, 3 cycles with thawing and agitation
VOC Content:	Compliant with all Federal, State and Local Regulations

Additional Requirements:

MSDS:	Material Safety Data Sheet compliant with all OSHA requirements.
Containers:	Product labeling compliant with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) rating as well as complete use instructions in English and Spanish.
Quality/Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots of batches must be traceable via clearly marked coding system on product packaging.

300

Specification for: Floor Finish Stripper

General Description: A concentrated, water-based stripper for water emulsion floor finishes designed to re-emulsify metal-crosslinked and other polymers without vigorous mechanical agitation or rinsing.

Performance Requirements: The stripper shall be suitable for use on and not harmful to vinyl, vinyl composition, vinyl asbestos or terrazzo when used as directed. It shall contain no harmful alkali or caustic. The stripper shall be formulated in such a way as to penetrate and remove multiple coats of metal-crosslinked floor finishes, even after frequent burnishing, with moderate scrubbing.

Use Directions: Remove gross soils (labels, gum) with a plastic scraper. Dust mop floor. Divide floor into workable areas to prevent stripper solution from drying. Place wet floor caution signs near work areas. Dilute stripper at recommended dilution in a bucket or automatic scrubber with warm water to enhance stripping action. Apply solution liberally to surface with a mop or auto scrubber. Allow 5 to 10 minutes for the stripper to work. Keep floor wet. Stripping solution that dries is very, very difficult to remove.

Scrub thoroughly with a stripping pad on automatic scrubber or single disk floor machine to remove all old coatings and pick up solution with automatic or wet vac. For very heavy build up, be prepared to reapply stripper to remove all old coatings. Check edges and baseboards for build up. Remove with edge tool or pad center. Unstripped edges and "low spots" will darken and become unsightly and are more difficult to remove next time. Use of a tool designed for edge work is easier on the back and arms. Be sure to pick up as much solution as possible.

Damp mop lightly with cool clean water to remove all residues. Even when using a "no rinse" stripper, unsightly residues can result from skips during the solution pick up process. Use of a conventional stripper requires a flood rinse and/or a neutralizer to assure that the floor is prepared properly for coating. Allow the floor to dry thoroughly before applying sealer or floor finish. Do not buff a dry floor before coating. If the tile is vinyl asbestos, you may release asbestos into the air.

Specifications / Composition:

Appearance:	Clear liquid
pH (concentrate):	12.0 to 13.2
Flashpoint (TCC):	Greater than 150 F.
% Caustic soda (NAOH):	None
% Caustic potash (KOH):	None
% Phosphorous:	None
Stability (40 - 120 F.):	OK in closed containers
Freeze/thaw stability:	OK, 3 cycles with thawing and agitation
VOC Content:	Compliant with all Federal, State and Local Regulations

Additional Requirements:

MSDS:	Material Safety Data Sheet compliant with all OSHA requirements.
Containers:	Product labeling compliant with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality/Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots of batches must be traceable via clearly marked coding system on product packaging.

301

Specification for: Glass Cleaner

General Description: A ready to use film-free liquid formulated to remove fingerprints, oily smears, smudges, food, condiment and beverage spills, smoking residues and tape adhesive from glass and plastic surfaces.

Performance Requirements: When used as directed, the product must quickly penetrate and remove the soils mentioned above for easy removal with a clean wiper or squeegee without leaving a hazy film.

Use Directions: Dispense product into proper spray bottle using chemical dispensing station. Apply to surface to be cleaned in wet mist. Allow some time to work, then squeegee and/or wipe thoroughly with clean damp cloth. Turn cloth frequently to avoid resoiling. Avoid overspraying

Specifications / Composition:

Appearance:	Water-thin liquid
Odor:	Characteristic solvent
pH (concentrate):	11.0 to 12.0
Flashpoint (TCC):	Greater than 85 F.
% Caustic soda (NAOH):	None
% Caustic potash (KOH):	None
% Phosphorous:	None
Stability (40 - 120 F.):	OK in closed containers
Freeze/thaw stability:	OK, 3 cycles with thawing and agitation
VOC Content:	Compliant with all Federal, State and Local Regulations

Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

302

Specification for: Bowl Cleaner

General Description: A ready to use liquid formulated to clean and disinfect porcelain, toilet bowls and urinals.

Performance Requirements: When used as directed, the product shall solubilize and remove soil, calcium and other hard water salts and rust from toilet bowl interiors. The product shall also clean and disinfect hard surfaces, killing the following microorganisms:

Staphylococcus aureus
Salmonella choleraesuis
Pseudomonas aeruginosa
HIV-1 (associated with AIDS)

The product shall contain detergents to clean soiled hard surfaces and shall not be classified as only a disinfectant. Product shall be an effective disinfectant in the presence of organic soil (5% blood serum).

Use Directions: Backflush commode with bowl mop or brush. Apply a small amount of bowl cleaner to bowl mop, brush or sponge. (If cleaning is done infrequently, apply some product directly to bowl, especially under rim.) Allow to work a few minutes. Scrub bowl thoroughly with bowl mop, brush or sponge. Flush toilet when done.

Specifications / Composition:

Acid Content / Type: Product shall contain a minimum of 9% Hydrochloric acid.
Appearance: Water-thin liquid with pleasant odor
Type Germicides: Quaternary and Hydrogen Chloride
pH: Less than 1.5
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.

303

Specification for: Antibacterial Hand Cleaner

General Description: A ready to use hand cleaning liquid formulated to clean and reduce bacteria on hands.

Performance Requirements: When used as directed, product shall clean hands thoroughly and reduce bacteria with a single use. It shall not cause overdrying or irritation, even with repeated use. The product shall rinse easily and have a pleasant fragrance.

Use Directions: Wet hands with warm water. Dispense a small amount of hand cleaner on hands and scrub thoroughly. Rinse. Dry hands.

Specifications / Composition:

Active Antiseptic:	PCMX or Triclosan
Odor / Appearance:	Viscous liquid with pleasant odor
pH (concentrate):	8.0 to 9.0
Flashpoint (TCC):	None
% Caustic soda (NAOH):	None
% Caustic potash (KOH):	None
% Phosphorous:	None
Stability (40 - 120 F):	OK in closed containers
Freeze/thaw stability:	OK, 3 cycles with thawing and agitation

Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

304

Specification for: Wall Cabinet Odor Control

General Description: A wall-mounted cabinet containing odor control products for the elimination of malodors, especially in restrooms.

Performance Requirements: Odor control must be effective in eliminating recurring odors from waste, feces, urine and vomit. For extreme cases, unit must have space to allow for additional odor control to be added. Product must have hardware to enable wall mounting, contain a fan to dispense odor control, contain micro circuitry to shut fan off when restroom is not in use and have an "alert" feature for low battery. Unit must contain sufficient odor control for a minimum 30 day period.

Use Directions: Place cabinet at least 6' above floor on wall where air flow is good. Install one cabinet for each 100 square feet in restroom. Monitor cabinet(s) on monthly basis for replacement of odor control and batteries as needed. Add more odor control if required in extreme cases.

Specifications / Composition:

Cabinet: Made of chemical resistant ABS plastic.

VOC Content: Compliant with all Federal, State and Local Regulations

Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:

*Carcinogenic or Suspect Carcinogens

*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

305

Specification for: Concentrated 2 Oz. Disinfectant

General Description: A concentrated liquid formulated to clean and disinfect hard surfaces.

Performance Requirements: When used as directed, the product shall clean and disinfect hard surfaces, killing the following microorganisms:

HBV (Hepatitus B Virus)
Herpes Simplex (type 1 and 2)
Influenza A2-Asian
Staphylococcus aureus
Salmonella choleraesuis
Pseudomonas aeruginosa
Pseudorabies virus
Poliovirus type 1
HIV-1 (associated with AIDS)
Trichophyton mentagrophytes (Athlete's Foot Fungus)
Vaccinia virus
(and a broad range of other microorganisms not listed here)

The product shall contain detergents to clean soiled hard surfaces and shall not be classified as only a disinfectant. Product shall.be an effective disinfectant in the presence of organic soil (5% blood serum).

Use Directions: Dispense product into rolling mop bucket using chemical dispensing station. Place WET FLOOR signs to mark work area. Use a clean mop designated for disinfectant cleaner only. Apply to floor liberally. Allow to work 10 minutes to assure full germicidal activity. Pick up with mop. Change solution frequently to assure full cleaning and germicidal potency.

Specifications / Composition:

Appearance: Liquid with pleasant odor
Type Germicides: Quaternary
pH: 12.5 (+/- 1.0) in concentrate form
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA, EPA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

306

Specification for: General Purpose Deodorant

General Description: A highly concentrated, dilutable, multi-purpose, broad-spectrum odor counteractant in water soluble form.

Performance Requirements: Product must be non-staining and counteract malodors from sickness, human incontinence, animals, pet accidents, sewage, garbage, mildew, cooking fire, smoke, cigars, cigarettes, liquor, fats, oils, etc.

Use Directions: Squirt a few drops of concentrated liquid on the bottom of chair seats, in waste baskets and garbage cans, sinks and drains. Squirt directly on source of odor to make clean-up more pleasant. For rug shampoos and cleaning solutions: Add one squirt per gallon of mixed solution. Use also in water for rinsing mops and cleaning cloths. Dilute with water at 2-10 ounces per gallon and use as a space spray.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
pH: 6 - 10 in concentrate form
VOC Content: Compliant with all Federal, State and Local Regulations
Solubility: Complete in water
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

307

Specification for: Germicidal Spray and Wipe

General Description: A ready to use liquid formulated to clean and disinfect hard surfaces.

Performance Requirements: When used as directed, the product shall clean and disinfect hard surfaces, killing the following microorganisms:

Mycobacterium tuberculosis ("TB")
Staphylococcus aureus
Salmonella choleraesuis
Pseudomonas aeruginosa
HIV-1 (associated with AIDS)
Trichophyton mentagrophytes (Athlete's Foot Fungus)

The product shall contain detergents to clean soiled hard surfaces and shall not be classified as only a disinfectant. It shall leave no filmy residue after wiping. Product shall be an effective disinfectant in the presence of organic soil (5% blood serum).

Use Directions: The product shall be supplied only in ready to use form. Apply product liberally to walls, sinks, partitions, doors, commodes and changing tables. Allow to work 10 minutes to assure full germicidal activity. Wipe with a clean damp cloth.

Specifications / Composition:

Appearance: Water-thin liquid with pleasant odor
Type Germicides: Quaternary
pH: 12.5 (+/- 1.0)
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging.
Secondary Labels:	If requested, producer must supply OSHA compliant secondary labels in English and Spanish for use on containers containing use-diluted product.

308

Specification for: Antibacterial Extractor

General Description: A concentrated liquid formulated to extract soil from carpets while killing odor causing (putrefactive) bacteria.

Performance Requirements: When used as directed, product shall thoroughly clean carpets of tracked-in grit and grime, food, beverage and condiment spills and oily soils and kill putrefactive bacteria. Such claims must be made on the product label and be confirmed by an EPA registration number. It shall be effective either through an extractor for deep cleaning or with a bonnet for interim maintenance. It shall not require the use of hot water to be effective. The product shall not leave a residue after cleaning that would cause resoiling and shall be low foaming.

Use Directions: Place WET FLOOR signs to mark the work area. For deep cleaning extraction, dilute product 64:1 (2 oz. per gallon) in extractor tank. For bonnet maintenance cleaning, dilute 8:1 (16 oz. per gallon). Do not use this product on stain resistant nylon carpets.

Specifications / Composition:

Appearance: Liquid with pleasant odor
Type Germicides: Quaternary
pH: 12.5 (+/- 1.0) in concentrate form
Flashpoint: None
VOC Content: Compliant with all Federal, State and Local Regulations
DOT Rating: Non-hazardous
Excluded Ingredients:

Materials defined by Federal, State or Local Regulatory Agencies to be:
*Carcinogenic or Suspect Carcinogens
*Hazardous Air Pollutants ("HAPs")
*EPA, SARA Section 313 reportable substances
*Substances problematic to the sewage or waste treatment process employed or restricted by agencies regulating waste discharges from the facility.

Additional Requirements:

MSDS:	A completed Material Safety Data Sheet which complies with all OSHA requirements.
Containers:	Product labeling must comply with all OSHA and DOT requirements. Labels must also include the Hazardous Material Identification System (HMIS) ratings as well as complete use instructions in English and Spanish.
Quality Assurance:	Producer must have documented evidence of inspection and testing of product to ensure compliance to specification. Production lots or batches must be traceable via a clearly marked coding system on product packaging

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EXHIBIT C

LIVING WAGE SUPPLEMENTAL GENERAL CONDITIONS

MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION

Proposers providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County,(Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

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

1. **DEFINITIONS**

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement, for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing

appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

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

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered

Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business

Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;

(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. **PAYROLL; RECORDS; REPORTING**

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

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

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized

representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

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

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

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

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