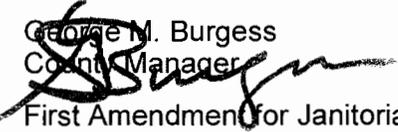


Date: December 11, 2008

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

ATC
Agenda Item No. 3(G)

From: 
George M. Burgess
County Manager

Subject: First Amendment for Janitorial Services with Unicco Service Company, Zone 1

RECOMMENDATION

It is recommended that the Board approve the first amendment to the existing Non-Exclusive Agreement for Janitorial Services for Zone 1 to Unicco Service Company to allow for the continuation of the janitorial services for Miami-Dade Aviation Department (MDAD), Contract # MDAD00045A, on a month-to-month basis for a period not to exceed one hundred and eighty (180) days.

SCOPE

Miami International Airport (MIA) is located primarily within Commission District Six.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject Agreement, the Aviation Director or designee has the authority to exercise any renewal options and terminate the Agreement.

FISCAL IMPACT/FUNDING SOURCE

The fiscal Impact doesn't change; the County shall pay the approved budgeted amount for 2008/2009 of \$22,975,882 on a pro-rated basis for the duration of the extension, which includes total operating expenses including the management fee. The funding source is general operating funds.

TRACK RECORD/MONITOR

The current janitorial services provider for Zone 1 is Unicco Service Company. Under this contract, the track record for Unicco Service Company has been satisfactory according to MDAD's Terminal Operations Division Director and Project Manager Dickie Davis. However, there has been an ongoing disagreement with Unicco as to their obligation to defend and/or indemnify the County for accidents at MIA related to Unicco's performance of their work. Aviation, Risk Management and Unicco continue to work together to resolve this issue.

COMPLIANCE DATA

As of November 10, 2008, according to the Small Business Development Department, there is no record of open violations or violations resolved within the last three (3) years for this firm.

BACKGROUND

The original janitorial services Agreement was approved under Resolution No. R-1375-00 in January of 2000 and has an expiration date of January 29, 2009. The three (3) year term and all five (5) extensions provided for in the janitorial services agreement have all been exhausted. To procure new services, MDAD advertised a new RFP solicitation and the first selection committee meeting was held August 28, 2008, at MDAD Building 5A, 4200 N.W. 36th Street, to review the proposals. The Selection Committee met again on September 18, 2008, to hear presentations for Zone 1. On September 25, 2008, the Committee evaluated, ranked and assessed technical points based on the proposal submissions and oral presentations. The sealed price envelopes were then opened and read aloud.

At the conclusion of the selection committee meetings, the Committee recommended that the first-ranked proposer for Zone 1 be forwarded to the County Manager for approval and authorization to negotiate as follows:

- Zone 1 –
1. UGL Unicco
 2. American Building Maintenance Co. of Georgia
 3. ISS Facility Services Inc. dba BG Service Solutions

Upon receipt of the approval from the County Manager to negotiate, the approved negotiation committee met with Unicco on November 5, 2008, and among the items that were considered in the negotiations were potential changes to the indemnification requirements (which were sought to prevent the issues regarding indemnity in the current contract from recurring), and insurance language. MDAD's Risk Management division was notified of the requested changes to the insurance language. After careful review of Unicco's request, Risk Management was of the opinion that MDAD could not accept the proposed changes. A meeting was then scheduled with Unicco and County staff to discuss the pending issues. Upon conclusion of the meeting, it was decided that an amendment was required on the existing contract to avoid a lapse in services and to provide Unicco with additional time to consider the County's position regarding its requested changes.

Therefore, in order to avoid a lapse in services, it is recommended that the Board approve the attached First Amendment for the Janitorial Services Agreement for Zone 1 with Unicco Services Company, which extends the current contract on a month to month basis for a period not to exceed 180 days. The County will attempt to resolve these issues during this time and bring a recommendation for a contract award to the Board for Zone 1 within the amendment period.

PROJECT:	Janitorial Services
PROJECT LOCATION:	The location is contained in the project description below
DESCRIPTION OF PROJECT:	Janitorial Services primarily for MIA's Main Terminal Building.
RECOMMENDED MODIFICATION:	To extend the existing contract with Unicco for janitorial services on a month to month basis for up to 180 (days) starting January 30, 2009
CONTRACT MEASURES:	Zone 1, subject to a BBE goal of twenty percent (20%) participation for certified BBEs
CONTRACT MEASURES ACHIEVED:	The contract is currently a no measure contract, the B/H/WBE program was repealed based on the Federal District Courts ruling of August 20, 2004
COMPANY NAME:	Unicco Service Company

COMPANY PRINCIPALS: Kenneth Gomulka

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN: Unicco Service Company is a wholly owned subsidiary of United Group Limited, a publicly traded company.

LOCATION OF COMPANY: 275 Grove Street, Suite 3-200
Auburndale, MA 02466

PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS: Two (2) Contracts as follows:
Miami-Dade Public Schools @ \$1,600.00 for 10/2004,
Miami-Dade Aviation Department payment history for the past five (5) years as follows: \$90,355,031

LIVING WAGE: Yes, Living Wage applies to this project

INSPECTOR GENERAL: Provisions included in the Agreement

FUNDING SOURCE: General Operating Funds

USER AGENCY: Miami-Dade Aviation Department


Assistant County Manager

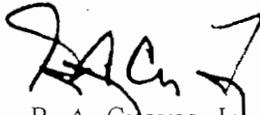


MEMORANDUM

(Revised)

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

DATE: January 20, 2009

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

SUBJECT: Agenda Item No.

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

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT ONE TO THE NON-EXCLUSIVE AGREEMENT FOR JANITORIAL SERVICES BETWEEN MIAMI-DADE COUNTY AND UNICCO SERVICES COMPANY, CONTRACT #MDAD00045A, IN THE YEARLY AMOUNT OF \$22,975,882, WHICH AMOUNT WILL BE PRORATED; PROVIDING FOR A MONTH-TO-MONTH EXTENSION OF CONTRACT TIME NOT TO EXCEED 180 DAYS; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME, AND ANY TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves, in substantially the form attached hereto and made a part hereof, Amendment One to the Non-Exclusive Agreement for Janitorial Services between Unicco Services Company and the Miami-Dade County, Contract #MDAD00045A, which authorizes a month-to-month extension of said Contract for a period of no more than 180 days, in the yearly amount of \$22,975,882, which amount will be prorated, with all payments to be made per the existing terms of the contract; and authorizes the County Mayor or his designee to execute same and to exercise the termination provisions thereof.

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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:

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 20th day of January, 2009. 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

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk



**FIRST AMENDMENT TO
NON-EXCLUSIVE AGREEMENT FOR
JANITORIAL SERVICES AT
MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT is made this _____ of _____, 2008 to the Non-Exclusive Agreement for Janitorial Services (Agreement) between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Unicco Service Company ("Company").

Whereas, the Company was awarded the Janitorial Services Agreement, Zone 1 under Resolution No. R-1375-00, project number MDAD00045A; and

Whereas, the Agreement set forth various terms and conditions applicable to the Company's use of the Janitorial Services Agreement at Miami International Airport ("MIA"); and

Whereas, the County desires to extend the Agreement on a month to month basis not to exceed one hundred and eighty (180) days commencing on January 29, 2009 to allow the County the necessary time to conclude the award process for the new solicitation; and

Whereas, the County will pay the Company their current monthly fee without increase during the month to month extension period; and

NOW THEREFORE, in consideration of the current contract terms and conditions, the parties to this First Amendment agree as follows:

1. Insert the following as the last paragraph of Sub-Article 1.02 "Extensions" as follows:

However, if MDAD elects to extend this Agreement beyond the original term and extension period, effective with the expiration of the Agreement which in this case is on or about January 29, 2009, MDAD reserves the right to extend this Agreement on a month to month basis not exceeding a total extension period of one hundred and eighty (180) days. Renewals are automatic each month unless terminated by MDAD. The Contractor will be notified in writing of any impending termination at least twenty (20) days prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

CONTRACTOR

UNICCO® Service Company
(Legal Name of Corporation)

ATTEST:

Secretary: *[Signature]*
(Signature and Seal)
Walter W. Crow
General Counsel & Secretary
(Type Name & Title)

By: *[Signature]*
Contractor - Signature
Name: George A. Keches
President and Chief Executive
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name
By: _____
Signature

(Type Name & Title)

Legal Name
By: _____
Signature

(Type Name & Title)

Attest: _____

Name of Managing Joint Venturer:

Witness: _____

By: _____
Signature of Authorized Representative of
the Joint Venture

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

**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: _____

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

As a total services company, UGL Unicco is capable of providing its customers with virtually all services utilizing only in-house personnel. Whenever possible, this approach is desirable because it provides shorter spans of administrative controls as well as direct supervision and accountability in each critical phase of project activity.

Decisions to self perform services or on supplier selection is based on an analysis of quality and cost. Further, our final determination is guided by our customers' concerns regarding continuity of service, safety, single point of contact, etc. Since UGL Unicco provides many specialized services directly to customers through internal corporate divisions, our Company is well qualified to select the best subcontractors available and, on the job, effectively supervise and evaluate their performance.

UGL Unicco's team of subcontractor management specialists assists and supports our operators to provide maintenance solutions to service our client's requirements. They are charged with identifying quality local contractors who can provide reliable, quality work performance on an as-needed basis at competitive rates.

Corporate policy provides guidelines for choosing subcontractors. These guidelines are designed to ensure financial and operational strength, demonstrated quality, timeliness of performance and sound company management. UGL Unicco remains the single legal entity directly responsible to our customers for service delivery and contract compliance, regardless of any subordinate relationships.

UGL Unicco will procure subcontract services in accordance with Miami-Dade County guidelines. This will include preparing scope of work documents, administering the bid process including the solicitation of at least 3 bids per subcontract services, analysis of bids, recommendation for award, contract preparation, ordering materials, scheduling services, contract obligation review, invoice verification and subcontractor performance measurement/reporting, etc.

UGL Unicco's primary objective, when selecting a subcontractor, is to elect someone who believes in providing unsurpassed levels of service quality in all areas. As such, all subcontractors are required to meet the following minimum criteria:

- Be readily available for the job
- Have ample and suitable materials, supplies, tools, equipment and skilled workmen available
- Have previous experience in executing similar contracts
- Have a record of successfully completed jobs and a good reputation in the field
- Be financially sound
- Commit to UGL Unicco's total quality management program

Consistent with program objectives, Small Business and M/WBE contractor preference will be given.

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

Firm Name of Prime Entity/Respondent: UGL UniccoSM Project No. MDAD-09-06

Project Name: Janitorial Services

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
Puryear	Jonathan Dotson	Janitorial Services	1,765,442	M A
Quality Steamer	Alex Ruiz	Janitorial Services	313,727	M H
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender Race
Ideal Supply	Ed Finley	Janitorial Supplies	400,000	M H
Dade Paper	Publicly traded	Janitorial Supplies		
Cleaning Equipment	Raymond Pourbaix	Equipment Repair	40,000	M W

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

Michael F. Dunn
 Print Name

Senior Vice President
 Print Title

June 30, 2008
 Date

(Duplicate if additional space is needed)

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

Michael F. Dunn
(Signature of Authorized Representative)

Title Senior Vice President

Date June 30, 2008

STATE OF: Massachusetts

COUNTY OF: Middlesex

The above affidavits were acknowledged before me this 30th day of June, 2008,

by Michael F. Dunn
(Authorized Representative)

of UGL UniccoSM
(Name of Corporation, Partnership, etc.)

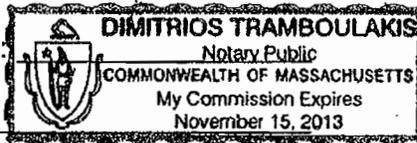
who is personally known to me ~~or has produced as identification~~ and who did/did not take an oath.

[Signature]
(Signature of Notary)
Dimitrios Tramboulakis
(Print Name)

Notary Stamp or Seal:

Notary Commission Number:

My Commission Expires:



X 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.

 X 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.

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**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.

X 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.

X 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.

**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.

 X 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.

 X 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.

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

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF
AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Janitorial Services

PROJECT NUMBER MDAD-09-06

COUNTY OF Middlesex

STATE OF Massachusetts

Before me the undersigned authority appeared Michael F. Dunn (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

UGL UniccoSM

(Name of Entity)

275 Grove Street, Suite 3-200, Auburndale, MA 02466

(Address of Entity)

7 / 7 - 0 / 6 / 9 / 8 / 5 / 8 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Authorized Officer

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

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

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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))

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

Michael F. Dunn
(Signature of Authorized Representative)

Title Senior Vice President

Date June 30, 2008

STATE OF: Massachusetts

COUNTY OF: Middlesex

The above affidavits were acknowledged before me this 30th day of June, 2008,

by Michael F. Dunn,
(Authorized Representative)

of UGL UniccoSM
(Name of Corporation, Partnership, etc.)

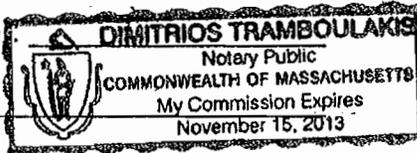
who is personally known to me ~~or has produced as identification~~ and who did/did not take an oath.

[Signature]
(Signature of Notary)
Dimitrios Tramboulakis
(Print Name)

Notary Stamp or Seal:

Notary Commission Number

My Commission Expires:



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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.

Note: UGL Unicco has contacted the Miami-Dade County Department of Business Development regarding the Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the.

- 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.

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III**

A. How long has Entity been in business? 59 years

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

Originally founded in 1949 as University Cleaning Company, targeting business from the many colleges and universities in the Cambridge, Massachusetts area.

The company's name was changed in 1969 to UNICCO[®] Service Company (UNICCO), an acronym of UNiversity Cleaning Company.

UNICCO Service Company was a Massachusetts business trust until 2007, when it was acquired by United Group Limited, a premier provider of outsourcing services. Now, UNICCO Service Company is a Massachusetts corporation and operates under the trade name UGL UniccoSM. UGL Unicco is part of UGL Services, a \$1.1B division of United Group Limited with over 21,000 employees providing Corporate Real Estate and Facility Management services across the world.

In addition, UGL Unicco operates under the following subsidiaries:

- Unicco Facility Services Canada Company
- Unicco Government Services, Inc
- Unicco Services of Michigan, Inc. (withdrawn as of 2002)
- Unicco Security Services, Inc. (withdrawn as of 2007)
- Unicco Services of N.J., Inc.
- Unicco Finance Corp
- USC, Inc.

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**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.)

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**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)

<u>10/2004</u>	<u>\$ 1,600,000</u>	<u>\$ 1,600,000</u>	<u>0 %</u>
----------------	---------------------	---------------------	------------

Name of Dept. & Summary of Services Performed

Miami-Dade Public School

Facilities Department and Construction

Litigation Arising out of Contract

None

(2)

<u>01/2001</u>	<u>\$ 14,387,950</u>	<u>\$ 19,600,000</u>	<u>36 %</u>
----------------	----------------------	----------------------	-------------

Name of Dept. & Summary of Services Performed

Miami International Airport

Janitorial Services

Litigation Arising out of Contract

None

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**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:	<u>3154</u>	Males	<u>1201</u>	Females
Asian:	<u>72</u>	Males	<u>74</u>	Females
Black:	<u>1416</u>	Males	<u>1047</u>	Females
Native American:	<u>17</u>	Males	<u>2</u>	Females
Hispanics:	<u>5050</u>	Males	<u>4084</u>	Females
Alaskan Natives:	<u>17</u>	Males	<u>2</u>	Females
Native HI/Other Pacific:	<u>7</u>	Males	<u>6</u>	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

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**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:

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**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:

UNICCO® Services Company (d/b/a UGL UniccoSM)

275 Grove Street, Suite 3-200

Auburndale, MA 02466

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.

UGL Unicco is a wholly owned subsidiary of United Group Limited,
a publicly traded company.

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.

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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.

 X 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:

 X 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.

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

 X 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

**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.]**

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

This sworn statement is submitted for:

PROJECT TITLE Janitorial Services

PROJECT NUMBER MDAD-09-06

COUNTY OF Middlesex

STATE OF Massachusetts

Before me the undersigned authority appeared Michael F. Dunn (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

UGL UniccoSM
(Name of Entity)

275 Grove Street, Suite 3-200, Auburndale, MA 02466
(Address of Entity)

7 / 7 - 0 / 6 / 9 / 8 / 5 / 8 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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