Memorandum

MIAMI-DADE COUNTY

Date: January 24, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

From: Carlos A. Gimenez
Mayor

Subject: Award of Contract to Respect of Florida for Janitorial Services

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This item was amended at the November 8, 2011 meeting of the Internal Management and Fiscal Responsibility Committee to remove Miami-Dade Transit's $800,000 allocation, which reduced the total contract amount from $3,086,000 to $2,286,000 and the cumulative contract value from $6,172,000 to $4,572,000. The reference to authorize the use of Charter County Transportation Surtax Funds has also been removed from the Resolution.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve waiver of competitive bids and the award a contract to Respect of Florida to provide janitorial services for various County departments.

CONTRACT NUMBER:	RQPM1100173
CONTRACT TITLE:	Janitorial Services
TERM:	Six months with one, six month option-to-renew
METHOD OF AWARD:	Bid Waiver
CONTRACT AMOUNT:	$2,286,000
	* If the County chooses to exercise the six month option-to-renew, the total contract value will be $4,572,000

BACKGROUND

Miami Dade County is seeking approval to establish a contract with Respect of Florida for janitorial services at various buildings for the Miami-Dade Police Department (MDPD) and Internal Services Department (ISD).

In accordance with Chapter 413 of the Florida Statutes, the County entered into negotiations with Respect of Florida (Respect). Respect is a non-profit agency designated by the State of Florida to manage employment for the severely handicapped. Chapter 413 states the performance of the requested products/services may be purchased through the non-profit agency provided that specifications are met and comparable price and quality are obtained.

Negotiations with Respect yielded a savings of $447,000 for twelve months as compared to current rates. These savings were achieved while maintaining the same service levels as the current contract.

USING/MANAGING AGENCY AND FUNDING SOURCE:

Departments	Allocation	Funding Source	Project Manager
Police	$492,000	General Funds	Laura K. Romano
General Services Administration	$1,794,000	Internal Services Funds	Lucy Romano
Total	**$2,286,000**		

PROCUREMENT CONTRACTING OFFICER: Albert Falcon

VENDOR RECOMMENDED FOR AWARD:

Name	Address	Principal
Florida Association of Rehab, FAC, Inc. d/b/a RESPECT of Florida	2475 Appalachee Parkway Suite #205 Tallahassee, FL 32301	Suzanne Sewell

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

CONTRACT MEASURES: No measures- Bid Wavier

REVIEW COMMITTEE DATE: September 9, 2011

LIVING WAGE: The services being provided are covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: This contract includes the User Access Program provision. The 2% program discount is being collected.

LOCAL PREFERENCE: The Local Preference Ordinance is not applicable.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the Board of County Commissioners and expiration of the Mayoral veto period.

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: January 24, 2012

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

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
1-24-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES FOR THE AWARD OF GOODS AND SERVICES, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO AWARD CONTRACT, IN THE AMOUNT OF $2,286,000, TO RESPECT OF FLORIDA FOR JANITORIAL SERVICES, WAIVING THE REQUIREMENTS OF SECTION 2-8.1 OF THE CODE, AND SECTION 5.03(D) OF THE HOME RULE CHARTER, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, WITH AUTHORITY TO EXERCISE OPTIONS-TO-RENEW ESTABLISHED THEREUNDER

WHEREAS, the County Mayor recommends to this Board to waive formal bid procedures for the purchase of goods and services which cannot be purchased under normal bid procedures,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board waives formal bid procedures for the purchase of goods and services, and authorizes the County Mayor or County Mayor's designee to award contract, in the amount of [[~~$3,086,000~~]][1] >>$2,286,000<<, for Janitorial Services to RESPECT of Florida, with authority to exercise options-to-renew established thereunder, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds (2/3s) vote of the Board members present [[~~; and authorizing the use of Charter County Transportation Surtax Funds~~]].

[1] Committee amendments are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2012. 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.

Oren Rosenthal

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Contract No.

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Florida Association of Rehab Facilities, Inc. (RESPECT of Florida), a corporation organized and existing under the laws of the State of Florida, having its principal office at 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Janitorial Services for various listed sites (under Appendix B), that shall conform to the Scope of Services also listed under (Appendix A); Miami-Dade County's Bid Waiver No. _____ and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 1, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), BW No._____ and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Florida Association of Rehab Facilities, Inc. (RESPECT of Florida) and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of

precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's BW No. _____ and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on

f) policy issues in the form of recommendations. The Contractor agrees to implement any

and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on November 1, 2011 and shall be for the duration of six (6) months. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for six (6) additional months. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:

Miami-Dade County
111 NW 1 Street, Suite 1375
Miami, FL 33128-1974
Attention: Albert Falcon
Phone: (305) 375-5361
Fax: (305) 375-4407

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Florida Association of Rehab Facilities, Inc. (RESPECT of Florida)

2475 Apalachee Parkway, Suite 205
Tallahassee, FL 32301-4946
Attention: Nancy Perlman
Phone: (850) 487-1471
Fax: (850) 656-0168
E-mail: www.respectofflorida.org

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be pursuant to Appendix "A" price schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will only allow a price increase based on the published Living Wage Ordinance posted every October 1st of every year if applicable.

Note: This agreement and schedule B is inclusive of the Living Wage adjustment effective October 1st, 2011.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix "B" – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the

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

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County Department requesting the service.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 "B" as to management, and no less than "Class V" as

to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the

Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn

therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

   v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article is subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable

equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s),

or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

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

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

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent

of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, 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 for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c)

contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 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 (1/4) of one percent in any exempted contract at the time of award.***

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

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or

intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or

service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are

subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 41. LIVING WAGE

The provisions of Miami-Dade County Ordinance 99-44 apply to this contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Appendix B), and acknowledges awareness of the penalties for non-compliance. In the event of a change in the Living Wage, the contractor may request an increase in the contract rate to be negotiated with the County.

ARTICLE 42. SERVICE LEVELS

Service levels will be maintained in accordance with the terms and conditions of contract BW7934-3/10-3, including all addenda. The contractor has the option to adjust the hours that employees will work as long as janitorial staff is available as necessary and performs the work during the time frames established in contract BW7934-3/10-3, and there is no change whatsoever in the level of service being provided currently under emergency contract E-9522-0/11 that incorporates all terms and conditions of contract BW7934-3/10-3..

ARTICLE 43. SURVIVAL

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

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

Contractor	Miami-Dade County
By: Suzanne Sewell	By: _____
Name: Suzanne Sewell	Name: _____
Title: President/CEO	Title: _____
Date: September 30, 2011	Date: _____
Attest: Patricia H. Allen	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board

Corporate Seal/Notary Seal

Appendix "A"
Scope of Services

1. **SCOPE**

The successful vendor shall vendor shall furnish all supplies, (tissue, hand towels, soap....etc.), materials, equipment, machinery, tools, supervision, labor and services necessary to perform the work called for these specifications. These responsibilities shall be carried out through planning, assignment, coordination, inspections quality control, field operations, reporting, and other forms of administrative management required to optimize services and support in compliance with the terms of these specifications.

In order to fulfill the requirements of this contract's routine assignments the successful bidder shall provide a minimum number of workers. Each prospective bidder shall determined how many additional workers are necessary in order to perform all tasks as required and shall arrange a schedule for the performance of the required tasks in a manner that achieves full compliance of the scope of work. The schedule shall be approved by the building manager. Workers shall be relieved by another employee during lunch breaks to provide continuity of service. The County does not pay for lunch breaks or holidays during which service was not performed.

2. **ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

3. **ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

4. **ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES**

In compliance with OSHA and EPA regulations, the following procedure shall apply to

floor tile and baseboard cleaning care in all County buildings and facilities built prior to 1980 and any portion of flooring that has been determined by the Building Manager to be of asbestos composition. Vendors shall meet with the Building Manager prior to the start of each contract period to identify these areas and to receive any additional instructions regarding OSHA and EPA requirements.

- Wet mop with a solution of water and approved stripper or germicidal detergent according to label directions.
- Do **not** permit floor traffic on area cleaned by wet mopping, until a minimum of three (3) coats of wax finish has been applied and the surface has completely dried.
- Under **no** circumstances will floor scrubbing machines be used on asbestos composition flooring.
- **No** abrasive pads or doodle bugs, hand held or otherwise, are to be used on asbestos composition flooring.
- All work to be performed shall comply with all Federal, State, Local, and DERM regulations.

5. DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

6. LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

7. LOCATIONS AND DESCRIPTIONS

7.1 Date Processing and Communications Center

Data Processing and Communications Complex: 5680 SW 8th Avenue, Building Manager: Wayne Gurnee, Phone: 305-596-8100.

The Data Processing and Communication Center consists of three floors of occupied office space and one floor of mechanical/electrical equipment rooms called the service wing. The total square footage is 104,910 square feet. Floor finishes are as follows (the figures shown are all estimates).

Vinyl Tile	-	19,340 square feet
Carpeting	-	71,076 square feet
Concrete	-	11,194 square feet
Ceramic Tile	-	3,300 square feet

There are three lounge/break rooms and six restrooms containing 34 commodes, 50 lavatories and 9 urinals.

There is one elevator and four stairways including the outside grade to second floor areaway.

The Computer Areas are made up of rooms 121, 122, 124, 127, 128, 129, 135 and 136. Square footage for this area is 10,800 square feet composed of 9,000 square feet of computer tile and 1,800 square feet of carpet tile.

Building is accessible 24 hours a day, 7 days a week, 365 days per year.

7.2 **DPCC Annex**

Located at 5600 S.W. 87th Avenue, Miami, Florida, at the Southwest corner of the intersection of S.W. 87th Avenue and 56 Street, the main building and an auxiliary trailer are used for general office use.

The DPCC Annex is normally staffed from 8:00 A.M. through 5:00 P.M. daily. All County Holidays are normally observed, however staff often works after hours, Weekends and Holidays.

In addition to normal operations, the DPCC may be activated for emergency purposes. During these exercises or activations custodial services will be required on a full time basis during the period of the activation, as determined by the Director of the Office of Emergency Management.

A pre-cleaning and post-cleaning process may also be required in conjunction with these exercised or activations.

DPCC Annex floor finishes

Concreted Flooring	-	4,943 square feet
Concrete, Finished	-	821 square feet
Vinyl Flooring	-	367 square feet
Tile, Ceramic	-	325 square feet

DPCC Annex (1 mens and 1 ladies rest room, plus 1 kitchen)

Toilets	2 (Men's Rm.)	3 (Ladies Rm.)	TOTAL = 5
Lavatories	2 (Men's Rm.)	2 (Ladies Rm.)	TOTAL = 4
Shower Stall	1 (Men's Rm.)	1 (Ladies Rm.)	TOTAL = 2
Urinals	2(Men's Rm.)		TOTAL = 2

Utility Sinks	TOTAL = 1
Drinking Fountain	TOTAL = 1
Kitchen Sink	TOTAL = 1
Refrigerator	TOTAL = 2
Oven/Range	TOTAL = 2
Microwave Oven	TOTAL = 1

Sensitive Areas

The Emergency Operations Center has 4 rooms with radio and communications equipment which are normally kept locked and will require on-site County Supervision when being cleaned.

7.3 **RADIO SHOP**

(Telecommunications) – 6010 S.W. 87 Avenue

The Radio Shop is a 15,000 square feet one-story building.

Floor finishes are as follows:

Carpeting	-	100 square feet
Vinyl Tile	-	6,500 square feet
Ceramic Tile	-	400 square feet
Concrete	-	8,000 square feet

There are 5 bathrooms containing 6 toilets, 6 lavatories and 2 sink.
Building is accessible to contractor from 7:30 A.M. to 4:30 P.M., Monday thru Friday.

7.4 **BUILDING PERMITTING AND INSPECTIONS CENTER**

11805 S.W. 26 Street,
Building Manager: Mike Cruz, 786-315-2892.

The offices of the Building Permitting and Inspection Center occupy two floors on the East side of the Mall consisting of approximately 106,985 square feet. There are eight (8) restrooms (four on each floor), 52 commodes, 12 urinals, and 42 lavatories.

There are four (4) elevators and seven (7) sets of stairs.

Floor finishes are as follows:

Carpeting	-	74,690 square feet
Ceramic Tile	-	30,799 square feet
Vinyl Tile	-	1,496 square feet

Finance Division

All work at the Finance Division shall be completed by 5:30 P.M. There will be no admittance to this area after 5:30 p.m.

7.5 **GERSTEIN JUSTICE BUILDING**

1351 N.W. 12th Street, Building Manager is Ely Ruiz-Ramos, 305-548-5220.

The Gerstein Justice Building is a 417,500 square foot building. It consists of a full basement, nine floors which are offices and courtrooms plus a mechanical room floor and an elevator machine penthouse. Access to this building is Monday thru Friday 7:00 A.M. – 10:00 P.M., Saturday 7:00 A.M. – 3:30 P.M., Sunday 7:00 A.M. – 1:00 P.M.

Most of the cleaning in this building should be done during the day as most courtrooms and office are locked at night. Lobbies, bathroom public areas, etc. may be done at night. Some project work may be performed on week-ends with the

Building Manager's prior approval.

Floor finishes are as follows (these are approximations):

Carpeting	_	154,000 square feet
Resilient Tile	_	112,400 square feet
Ceramic Tile	_	14,800 square feet
Concrete	_	43,000 square feet
Travertine Marble	_	4,500 square feet
Marble	_	5,400 square feet

The building is served by five elevators and two escalators. Elevators #1 and 3 operates from the first floor thru the ninth floor. Elevator #2 operates from the basement thru the ninth floor. There are two freight elevators: one is located near the entrance to room 122, the other is at rear of the Pickle Barrel Deli. Both escalator serve floors 1 thru 6. There are five stairways; East, Center, and West stairways run from the first to the tenth floor.

There are approximately, 106 rest rooms containing about 414 fixtures. There are 23 public rest rooms averaging 4.56 fixtures each and 73 (more or less) private and employee rest rooms average 3.08 fixtures each.

7.6 PUBLIC DEFENDER BUILDING

1320 N.W. 14th Street, Building Manager is Florencio Perez, 305-547-0180.

Consists of a six story building, access to this building is Monday – Friday 6:30 A.M. – 6:00 P.M., the building is closed Saturdays and Sundays.

Floor finishes are as follows (these are approximations)

Carpeting	-	64,000 square feet
Ceramic Tile	-	4,000 square feet
Vinyl Tile	-	6,000 square feet

The building is served by two (2) elevators, there are two stairways located at each end of the building. There are sixteen bathrooms with 30 toilets, 51 sinks, 16 urinals and 2 showers. Cleaning shall be done during the day.

7.7 GRAHAM BUILDING

1350 N.W. 12th Avenue, Building Manager is Florencio Perez, 305-547-0180.

Is a five story building with approximately 146,000 total square feet.

Floor finishes are as follows (these are approximations)

There are three passenger elevators and three flights of stairs connecting all floors. It contains 33 restrooms with 60 commodes, 96 lavatories, 21 urinals and three showers stalls. There are ten janitor closets with mop sinks.

Parking lot consists of 360 parking spaces surrounding the Graham Building.

7.8 **CIVIC PARK PLAZA**

1469 N.W. 13th Terrace, Building Manager is Florencio Perez, 305-547-0180.

The Civic Park Plaza is a seven story 26,159 square foot building, located at? It contains 14 bathrooms with a total of 14 toilets, 20 lavatories and 6 urinals. Access to this building is Monday – Friday 8:00 A.M. – 9:00 P.M.

Carpeting	-	21,375 square feet
Vinyl Tile	-	995 square feet
Ceramic Tile	-	1,322 square feet
Marble	-	240 square feet

The building is served by two passenger elevators and one set of stairs.

7.9 **NORTH DADE JUSTICE CENTER**

15555 Biscayne Boulevard Building Manager is George Smith, 305-354-8787.

Is a two story building containing courtrooms, hearing rooms and offices. Adjacent is a one story structure containing equipment rooms and judge parking lot. Access to this building will be Monday – Friday 7:00 A.M. – 6:00 P.M. closed weekends and holidays.

Floor finishes are as follows (these are approximations)

Carpeting	-	32,400 square feet
Terrazo	-	8,200 square feet
Ceramic Tile	-	1,000 square feet
Vinyl Tile	-	500 square feet

The building is served by three elevators, one escalator and four (4) sets of stairs. There are 18 bathrooms (including holding cells) with 30 toilets, 36 lavatories and 7 urinals. There are four janitor closets with mop sinks. Parking lot consists of 180 spaces.

7.10 **FLAGLER BUILDING**

140 West Flagler Street, Building Manager is David Racine, 305-349-7600.

Is a 256,082 square foot building, there are a total of 16 floors, 9 are office floors and 7 belongs to the parking garage.

There are 26 bathrooms containing 54 toilets, 77 lavatories and 18 urinals.

Approximately floor finishes are as follows:

Carpeting	-	94,000 square feet
Ceramic Tile	-	14,205 square feet
Vinyl Tile	-	5,000 square feet
Terrazzo	-	2,670 square feet
Concrete	-	30,794 square feet

Marble - 410 square feet

There are 3 passenger elevators as well as 2 stairways connecting floors 1 through 16.

The following information is being provided to assist you with estimating paper usage.

EMPLOYEES 800 PUBLIC 500

7.11 **SAMSUNG BUILDING (ELECTIONS)**

2700 N.W. 87 Avenue, Building Manager: Mike Cruz 786-315-2892

The offices of the Miami Dade Elections Department occupy this two story building consisting approximately 119,579 square feet. It contains nine 9 bathrooms with a total of twenty-seven commodes, twenty-three lavatories, and five urinals. There is one elevator and three sets of stairs and a parking lot with approximately 166 spaces.

Floor finishes are as follows:

Carpeting	-	29,462 square feet
Vinyl Tile	-	4,828 square feet
Concrete	-	83,939 square feet
Marble	-	1,350 square feet

8. **PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar service that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor to obtain a price quote for the similar service. The County reserves the right to award these similar services to the primary contract vendor, or to acquire the items through a separate solicitation.

9. **TOXIC SUBSTANCES/Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.
For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

10. **BIO-HAZARDOUS WASTE**

The successful bidder will be required as part of its routine daily work, to clean, disinfect, decontaminate, and legally dispose of potentially infectious blood borne pathogen materials. Potentially infectious materials my include but are not limited to blood, urine, feces, semen, vomit, pleural fluid, saliva, needles, sharps, diapers...etc.

11. **USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP) AND SERVICES**

To address certain environmental and health concerns associated with the use of cleaning products, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or the Center for a New American Dream to the extent possible.
Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warning and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/.

The Center for a New American Dream's Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/.

12. **PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted services at all times by the bidder during the term of this contract; and the bidder shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the bidder's operation on the property.

13. **ORGANIZATION CHART**

The successful bidder shall keep on file and furnish to each Building Manager an organization chart for all work scheduled (routine and project).
Organization charts shall be updated anytime there is a change and shall show assigned work areas of each employee, by name, by position, and shift hours.

14. **NON-PERFORMANCE**

Maintaining high level of cleanliness and working conditions are essential to the County in ensuring proper healthy working conditions for County facilities. Where failures to perform the work required by this contract occur, the County may assess liquidated

damages for the failure to perform such work. These damages are based on the cost which would be incurred should County staff or another contractor have to perform the work.

The Building Manager or designee at each site will provide the vendor a list of the tasks, required by the contract, which were not performed the previous day. Failure to correct these deficiencies within twenty-four (24) hour of notification, or a mutually agreed time, will result in the assessment of liquidated damages in the amounts stated below. **In instances where there have been ten (10) failures at the same building within a ninety (90) day period, the deductions noted below will become automatic and no twenty-four hour notification will be given.**

Liquidated damages that have been assessed will be deducted against the monthly invoices received by the vendor or where the outstanding invoices are insufficient the County may invoice the vendor. Repeated failures to comply with the bid requirements my result in a vendor non-performance report being generated. The County reserves the right to find the contractor in default of the contract for failure to perform whether deductions have been taken or not.

In the event that an employee is not on duty as required, liquidated damages of $30.00 per hour will be made for each person not present for work.

Project Work deductions shall be made in accordance with prices established on Bidder's proposals. These deductions shall include but not be limited to incomplete work, work not performed according to schedule and/or specifications.

Upon failure to complete any task(s) in accordance with the specifications and to the satisfaction of the County within the time stated, the bidder shall be subject to charges for liquidated damages as shown below. As compensation due the County for loss of use and for additional costs incurred by the County due to such non completion of the work, the County shall have the right to deduct the said liquidated damages from any amount due or that my become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

Charges for non-performance

TASK	AMOUNT
Cleaning and polishing metal doors	$25.00/ea
Cleaning compactor area	$50.00/incident
Cleaning and disinfecting drinking fountains	$10.00/fountain
Cleaning elevators doors and walls	$25.00/car
Cleaning entrance mats	$10.00/mat
Cleaning escalator treads, etc.	$25.00/escalator
Cleaning lobby glass	$100.00/occurrence
Cleaning carpet, shampooing	$200.00/floor
Cleaning air diffusers or grills	$25.00/ea
Cleaning of chalkboards and trays	$10.00/ea
Cleaning floor drains	$25.00/drain
Cleaning rooms used for collection of solid waste	$50.00/room
Cleaning sinks	$25.00/ea
Cleaning stairs	$50.00/floor
Cleaning, disinfecting, or descaling of wash basin, toilets Urinals or showers	$50.00/items
Cleaning, sweeping or hosing exterior floors	$50.00/area
Dusting as specified	$10.00/furniture
Emptying recycling bin	$20.00/ea. Per day
Emptying ash urns and trash receptacles	$20.00/urn or recept

Exterior window washing	$500.00/occurrence
Hosing, sweeping parking garage ramps	$100.00/ramp
• Improper disposal of hazardous waste	$15.00/ item/day
Maintain elevator floor	$50.00/elevator
Machine scrubbing floors	$2.00/sq. ft.
Not submitting schedules on dates specified or agreed upon	$25.00/day
Polishing elevator or escalator metal surface	$25.00/elevator
Polishing stair rails	$50.00/occurrence
Power sweeping parking garage ramps	$100.00/ramp
Pressure or steam cleaning	$200.00/occurrence
Rearrange furniture as required	$75.00/occurrence
• Remove carpet stain	$50.00/area per day $100.00/corridor or Common area
Removing chewing gum	$50.00/area
Removing scrubbing debris from baseboard	$100.00/occurrence
• Servicing dispensers	$10.00/dispenser
Spot cleaning furniture, fixtures, wall	
Spot cleaning partitions or doors	$25.00/item
Presence of a cleaning product not properly labeled	$50.00/floor per day
Spot cleaning trash receptacles	$10.00/ea
Spray buffing floors as specified	$50.00/office $100.00/corridor Lobby, common area
Stripping and/or waxing/sealing floors	$300.00
Sweeping, dust mopping, damp mopping floors	$50.00/room or office $100.00/corridor, Lobby
Use of a non-authorized chemical	$10.00/item per day
Vacuuming as specified	$100.00/room, office $200.00/common area
Vacuuming elevator door track	$25.00/track
Vacuuming counters	$25.00/counter
Vacuuming handrails	$25.00/floor
Wiping appliances	$5.00/ea
Wiping exterior walls of guard booth	$50.00/booth or wall
Washing interior glass	$10.00/area

- Asterisk indicates automatic deduction with no grace period.

15. **FAMILIARITY WITH PROVISIONS OF CONTRACT**

The successful bidder shall provide a copy of this contract to each Site Supervisor and other management personnel with supervisory responsibilities and require them to sign a statement of understanding prior to initiation of supervisory responsibilities under these terms. This practice will be implemented with all newly assigned supervisory personnel with responsibilities under this contract. A copy of the contract documents will be available at each site.

The statement required by the above will be maintained on file in the primary office location specified for the Contractor by the Building Manager and will be available for review by him.

16. **DAILY REPORT**

The successful bidder shall keep on file and furnish to the Building Manager each day a report which includes the following:
A list of names of all personnel present for work the previous day, showing shift-by-shift the positions filled by each person in the overall cleaning program and number of hours worked by each person, as certified by the successful bidder's time records, and a list of projects completed the past day, ready for inspection.

17. **GRATUITIES**

The County may by written to the Contractor, terminate the right of the Contractor to proceed under this Agreement upon one (1) calendar days notice, if it is found that gratuities in the form of entertainments, gifts, or otherwise were offered or given by the County, or any agent or representative of the Contractor, to any officer of employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided, that the existence of the facts upon which the County makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as the County could pursue in the event of default by the Contractor.
Contractor's employees shall not accept gratuities for any reason whatsoever from tenants or other persons and the Project Manager may require removal from employment of any employee who accepts gratuities.

18. **LEGAL HOLIDAYS**

Legal Holidays, when County Buildings will be closed to the public, as follows:

New Year's Day	Martin Luther King's Birthday*
Washing's Birthday*	Memorial Day
Fourth of July	Labor Day
Columbus Day*	Veteran's Day
Thanksgiving Day*	Friday after Thanksgiving Day*
	Christmas Day

*These days will not be considered holiday for the contractor. Miami Dade County Does not pay for days the contractor does not staff the sites. NOTE: DPCC is open 365 days a year and must be staffed per Section 3.0 year round.

19. **MEETING AND CONFERENCE**

FUMD Facilities Management Office of Physical Administration shall schedule conference with the Site Supervisor(s) as necessary to discuss matters of performance and other related issues. The purpose of the conference shall be to work toward the goals of high standards of custodial services through continued cooperation and coordination of all persons/parties, and early resolution of differences. These conferences shall be called and

chaired by the Building Services Administrator, and minute of such conferences will be distributed by that office.
The Building Manager shall conduct similar meetings at the facility with the Contractor's Supervisor(s), with purposes and goals similar to the monthly conferences. A primary purpose of those lower level meetings will be to resolve contract or other differences, so as to avoid the need for referral and discussion at the monthly conference. Preparations of written minutes of these meetings are optional with the participants.
It is the policy of Dade County that as many issues, disputes, and/or differences be resolved at the lowest working level possible.

20. **BUILDING MANAGER'S LOG**

As soon as the Contractor or his representative comes into the building(s) to perform any and all work, he/she must sign the Building/Security Log kept in a designated location. The same procedure will be followed when work is completed, prior to leaving the building.

21. **BUILDING ACCESS**

Access to each building shall be as directed by the Building Manager. Contractor's employees are forbidden access to restricted areas, which are designated by the Building Manager.
Only authorized Contractor employees are allowed on the premises of Dade County buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants, or any other person who is not an authorized Contractor employee.

22. **COMPLETION OF WORK**

A. Work will be considered not to have been performed when any of the following conditions exist:

- The work tasks described in this section in an area were not performed in strict accordance with the performance standards.
- The specified equipment, tools, and chemicals were not used or were not in good operating conditions.
- The tasks were not performed with the scheduled work shift.
- The project work as described in Section 3.0, paragraph 3.12 was not performed in accordance with the project performance standards, within the time period specified, or completed in its entirety.

23. **COUNTY RIGHTS TO CORRECT DEFICIENCIES**

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor which results in the curtailment or discontinuation of services performed hereunder, the County shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of the Contractor's equipment.

24. **RECORDS**

All documents, books and accounting records shall be open for inspection at any reasonable time during the term of the contract and for three (3) years thereafter. In addition, the County may from time to time conduct an audit of the books and business

conducted by Contractor and observes the operation of the business so that accuracy of the above records can be confirmed.
All employment records shall be open for inspection and re-inspection by the County, at any reasonable time during the term of the contract.

25. **UNAUTHORIZED WORK**

Neither the Contractor nor any of his employees shall perform any work other than the work which is defined herein. Specific exceptions to the provisions of this paragraph will be permitted by the Building Manager when such permission is obtained in writing.
Contractor shall not be paid for any work performed outside the scope of the contract or any work otherwise authorized.

26. **STORAGE SPACE**

Storage space shall be provided by the County. The Contractor shall store supplies, materials and equipment in storage areas and custodial closets designated by the County. The Contractor agrees to keep these areas neat and clean at all times and complies with applicable firm regulations. Space in the County's facility furnished to the contractor as storage, supply, or janitorial closet space must be cleaned and maintained by the Contractor to the approval of the Building Management. Contractor will provide his own security for equipment, material and supplies kept in the storage area. Contractor should not damage or misuse space; it shall be kept locked when not in use.

27. **EMPLOYEE FOOD SERVICE**

Contractor and his subcontractors, if any, shall not be allowed to bring to County property, any food or beverage catering trucks, vending machines, or other serving facilities.

28. **SOLICITING**

All soliciting is prohibited on County premises by Contractor's employees. The Contractor shall inform his employee of this policy prior to beginning work under this contract.

29. **KEY CHARGE**

Contractor will be required to sign for each key or electronic access control card issued to him/her. If a Contractor loses a key/access card, he/she will be required to pay $25.00 each for the cost of having duplicates made or change in the security system.
If a breach of security results from the loss of keys, requiring that locks be re-keyed, a minimum additional charge $100.00 for each lock will be made. If the loss requires that a lock be changed, Contractor will reimburse the County for the cost of replacing the lock. These charges will be deducted from monthly payments made to the Contractor.
Keys shall not be duplicated by the Building staff or with explicit written consent from the Building Manager(s). Special markings are provided to monitor compliance.

30. **UNIFORMS**

All Contractor employees, including supervisor, shall wear a distinctive, neat, and freshly laundered uniform, which the Contractor shall supply at no cost to the employee. The Building Manager may request removal of any employee not properly uniformed.

Contractor shall also ensure that such employees wear proper and neat-appearing footwear while working on premises. Uniform, including shoes, color and design, must be approved by the Director, Facilities Management Division.
Appropriate protective clothing, shoes and other safety equipment will be worn as required.

31. **BADGES**

Contractor's employee shall wear identification badges at all times. Contractors shall provide identification badges for each employee, showing the employee's picture, name, signature, company name/logo and expiration date.
New or temporary employees may wear temporary badges. Badges must be approved by FUMD. Some buildings may require a County issued badge in addition to the company badge.

32. **SCAVENGING**

Scavenging by any of the Contractor's personnel is prohibited and the Building Manager may require removal from employment any employee who scavenges.

33. **CLAIMS**

If either party to the Agreement shall suffer damage to its property or injury to its personnel because of any wrongful act or neglect of the other party or its employees, reimbursement of the party's loss shall be made. Claims shall be made in writing to the party liable within seven (7) days of the first observation of such damage or injury, unless extension of the time to file a claim is expressly granted by the party liable.

34. **RESPONSIBILITY FOR SUB-CONTRACTORS**

Nothing contained in the specifications shall be construed any contractual relationship between any subcontractor and the County.
Contractors shall be as fully responsible to the County for the acts and omission of the contractors as for the acts and omission of person(s) directly employed.
Bidders are reminded of their responsibility for accomplishment of contract requirements through their selected subcontractors. Specifically, bidders should insure that prospective subcontractor:

(1) Have adequate resources or the ability to obtain any resources required during the performance of the contract.
(2) Are free of financial problems which may restrict their ability that of the successful bidder to comply with or perform the requirements of the contract.
(3) Have a satisfactory record or performance and integrity and are not under lawful penalty or probation against the performance of such services.
(4) Are otherwise qualified and eligible to receive a contract award under applicable laws and regulations.
(5) Are adequately bonded and insured as required herein.

In general, the successful bidder will be held primarily responsible for all matter of contract administration and management insofar as subcontractors are concerned.

35. **SITE SUPERVISORS**

The Contractor shall provide Site Supervisors who shall be responsible for maintaining the competency of custodial personnel under his/her direct supervision. This may require on-the-job training and orientation of new personnel, periodic in-service training, etc. Supervisors shall not be employed in any other capacity under this contract.
Prior to commencement of this contract and in the event of future vacancies, the FUMD Office of Physical Plant Administration shall review resumes and provide final approval for proposed candidates to the Site Supervisor positions.
The Site Supervisor shall be literate and fluent in the English language for reading chemical labels, job instructions, signs and for conversing with Management personnel. Site Supervisors shall carry beepers so that he/she can be contacted immediately by the Building Manager or his designee.

The number of site supervisors given are the required minimum. Should a bidder feel that additional supervision is necessary, additional staff must be factored into their bid. At this time, site supervisors are expected to be assigned as follows:

Data Processing Center, One (1) full time supervisor
Gerstein Building, One (1) full time supervisor.
Building and Permitting Center, One (1) part time supervisor, Monday through Friday from 5:00 P.M. to 10:00 P.M.
Flagler Building, One (1) supervisor from 6:00 A.M. to 3:00 P.M., plus a lead worker (working supervisor) from 12:30 P.M. to 8:30 P.M.
North Dade Justice Center, One (1) lead worker (working supervisor)

A roving supervisor shall be assigned to the Graham Building, Public Defenders Building and the Civic Park Plaza. They shall visit the work site at least once a day to check the quality of work being performed by the janitorial staff. Once a roving site supervisor is assigned to a building, that same person shall always visit the building, not a different person each time.
If the Site Supervisor is absent, the Contractor shall provide a replacement that is competent and has been given the authority to carry out the duties of the Site Supervisor.

36. **REPORTING BY CONTRACTOR'S SUPERVISORS**

All Supervisors will, on a daily basis, actively seek out and immediately report upon discovery to the Building Manager any needed repairs to the building fixtures, mechanical equipment, etc., or items of a critical priority, or emergency nature in the contracted area. Form approved by the Building Manager but supplied by the Contractor will be used for this purpose.

37. **ACCESSIBILITY OF CONTRACTOR**

Contractor shall maintain a local office with a competent Contractor representative who can be contacted during normal working hours. A local office is one that can be reached from within Dade County without a toll call. An answering service will fulfill the requirement for a local office.
The local office shall respond and/or take necessary action on inquiries or complaints received from County Personnel within 4 hours on routine calls and within 2 hours on emergencies.
The Contractor shall provide a paging system to be used by the Site Supervisors and all

porters. This paging system shall allow the Building Managers or their designees to immediately signal the Site Supervisors or Job Manager.

38. **EQUIPMENT**

All equipment at the beginning of the contract term, shall be either new or, if used, in like-new condition. "Like-new" condition means not readily distinguishable from new equipment in appearance, operations, or performance. Building Managers may reject any used equipment which does not, in their sole opinion, meet these criteria. In that event, the Contractor shall replace such equipment with equipment acceptable to the Building Manager.

Backup equipment shall always be available in case of equipment failure or malfunction. Building Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with property working equipment with 24 hours. If not, a deduction of $25.00 per piece of equipment per day will be taken.

Bidder shall submit an inventory of equipment already on hand and planned for use on this contract, with its bid. If the County considers the bidder's inventory to be inadequate, bidder shall submit statement to the effect that the necessary types and quantities will be obtained prior to contract start date.

A one man lift shall be required.

39. **MATERIALS AND SUPPLIES**

A. The Contractor shall be responsible for furnishing all materials, supplies, (toilet tissue, toilet seat liner (including dispenser), hand towel (c-fold or roll), soap, plastic bags, umbrella bags including dispensers, chemicals, etc.) necessary to comply with paragraph 2.35 and the TECHNICAL SPECIFICATIONS OF THE CONTRACT. All paper products and bag liners shall be made of recycled product.
B. Sample of all materials and supplies with appropriate MSDS to be furnished during the term of the contract shall be presented for approval to the Building Manager on demand.
C. Any item substituted during the term of the contract for any product previously approved shall be submitted to Building Manager for approval prior to use.

40. **FREQUENCY OF WORK**

This contract includes various sections which include estimates of the frequency with which certain work items are to be performed. The frequencies so indicated should be considered minimums.

The Building Manager shall make all final determinations relating to the frequency with which individual work items are to be performed.

41. **PERSONNEL ASSIGNMENTS**

The personnel assigned to a specified area shall be used exclusively in that area and will not perform other or additional duties specified herein during that shift, unless approved by the Building Manager.

42. **WASTE REMOVAL**

All collected trash must be moved by the Contractor to area(s) designated by the Building Manager. Items meant for recycling shall not be co-mingled with trash, shall be collected and placed in containers as directed.

43. **ENTRANCES AND DOORWAYS**

All assignments which include entrances shall include thresholds and door frames a distance of one (1) foot into the adjacent area.

44. **FLOOR CARE**

The Contractor shall provide a trained, qualified floor crew separate from the daily work crew for stripping and refinishing tiled and/or hard surfaced flooring. All floor stripping and refinishing shall be done at a time mutually agreed upon with the Building Manager (this type of work will be done on night and/or weekends). Floor refinish schedule shall be posted by the Contractor in the Building Manager's Office no less than ten (10) days prior to start of project.

It is required that all floor care products be purchased from the same manufacturer. Floor sealers, finishes, strippers, spray-buffs, and restorers are formulated to be compatible. If products from different manufacturers are provided, there is a chance that critical factors such as performance, durability, and slip resistance may be affected. Also compatibility of products provides for standardization of procedures.

45. **DISPUTES**

Appeals of the Building Manager's and the Building Services Administrator determination must be made in writing and directed to the Department of Procurement Management Director for his review and determination. The decision of the County as to the proper interpretation of the specifications shall be final and conclusive.

46. **ROUTINE WORK – TASKS AND FREQUENCIES**

NOTE: These tasks frequencies shall be applicable to all buildings. Definitions and/or descriptions of some of the below tasks are shown below.

Police (Continuous Cleaning)
Remove all visible litter such as paper, rubber bands, paper clips, chewing gum, etc. Sweep or vacuum obvious soil from floors. Spot clean unsightly soil from building, fixture and furniture surfaces. Spot mop floor to remove liquids and unsightly soil Empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, and hand soap dispensers which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains. Empty, vacuum or exchange wet or ineffective entrance mats.

47. **REARRANGE FURNITURE AS REQUIRED**

All furniture moved by the successful bidder's employees during the performance of the work shall be returned to its appropriate location. Additionally, all other furniture such as chairs and waste receptacles shall be returned to their appropriate location.

48. **REFILL PAPER TOWEL, TOILET TISSUE, TOILET SEAT LINER AND HAND SOAP DISPENSERS**

All dispensers shall be completely filled to the proper level. The paper supplies and hand soap shall be placed in the dispensers in accordance with the direction of the paper and dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage. All paper products shall be of recycled material.

49. **TRASH REMOVAL AND RECYCLABLES**

Trash and recyclable debris are to be placed in the appropriate containers as directed by the Building Managers. Either dual receptacle janitorial carts, or a separate pick up must be used to insure that recyclables are not co-mingled with garbage. Custodial contractor is expected to participate in the recycle efforts of the County.

After last shift completes work, all doors shall be locked and alarm systems restored. Any false alarm for which the County is fined shall be charged to the vendor.

A/C vents will be removed and reinstalled by GSA staff, contractor will clean only.

50. **AREA TYPES: RESTROOMS AND LOCKER ROOMS:**

DAILY: (Once per shift minimum)

a. Empty trash and recycling receptacles.
b. Spot clean trash and recycle receptacles.
c. Replace trash and sanitary waste receptacle liners.
d. Rearrange furniture as required.
e. Spot clean furniture, fixtures, walls, partitions and doors, etc.
f. Police litter.
g. Sweep or dust mop non-carpeted floors in restrooms.
h. Damp mop non-carpeted floors with a germicidal detergent.
i. Remove carpet stains
j. Partially vacuum carpeted floors.
k. Disinfect lockers, furniture, fixtures, walls, partitions, doors, etc.
l. Refill paper towel, toilet tissue, sanitary napkin, hand soap dispensers, etc.
m. Clean and apply a germicidal detergent in wash basins, toilets, urinals and showers.
n. Report any leaks.

TWICE WEEKLY:

a. Spray buff.
b. Dust horizontal furniture and building surfaces.

WEEKLY:

c. De-scale toilet bowls and urinals
d. Wash trash and recycling receptacles.

EVERY TWO (2) WEEKS:

Machine scrub and disinfect with a germicidal detergent restroom and lockers.

EVERY FOUR WEEKS:

a. Clean floor drains and strainers.
b. Wet clean non-carpeted floors.
c. Dust vertical furniture and building surfaces.
d. Clean restroom walls and partitions.

QUARTERLY:

a. Wash all light fixtures lenses.
b. Clean all air diffusers and grilles using appropriate method.

51. **AREA TYPES: OFFICES, FILE ROOMS, GUARD BOOTHS, COURTROOMS:**

DAILY:

a. Empty trash and recycling receptacles.
b. Spot clean trash and recycling receptacles.
c. Replace obviously soiled or torn trash receptacle liners.
d. Rearrange furniture as required.
e. Spot clean furniture, fixtures, walls, partitions and doors, etc.
f. Sweep or dust mop non-carpeted floors.
g. Damp mop non-carpeted floors.
h. Remove carpet stains.
i. Vacuum carpeted floors.
j. Damp wipe chalk trays and chalkboards
k. Dust horizontal furniture surfaces.
l. Clean telephones.
m. Wipe clean all conference room tables.

WEEKLY:

a. Dust building and furniture surfaces.
b. Spray buff.
c. Vacuum or brush all upholstered chairs.
d. Completely vacuum carpet using a pile-lifter vacuum (such as a Certified Pile Lifter.

QUARTERLY:

a. Wash all light fixtures lenses, air diffusers, and grilles
b. Wash and scrub all washable wall coverings.
c. Wash trash and recycling receptacles.

AS REQUIRED:

Arrange Conference Rooms as requested.

52. **AREA TYPES: CORRIDORS ENTRIES, FOYERS AND LOBBIES:**

DAILY:

a. Empty trash and recycling receptacles.
b. Spot clean trash and recycling and ash receptacles.
c. Replace obviously soiled or torn trash receptacle.
d. Rearrange furniture as required.
e. Chain drinking fountains.
f. Spot clean furniture, fixtures, glass, walls, partitions and doors, etc.

g. Police litter especially in planters.
h. Sweep or dust mop non-carpeted floors
i. Damp mop non-carpeted floors
j. Remove carpet stains.
k. Clean rooms used for collection of solid waste.
l. Completely vacuum carpeted floors.
m. Wash counter to remove stains.
n. Clean entrance mats.
o. Clean public telephones and intercom stations
p. Empty ashtrays and damp wipe, replace sand as required.
q. Clean interior and exterior of all glass fronts on all entrances to include glass above doors.

TWICE WEEKLY:

Dust building and furniture surfaces.

WEEKLY:

a. Spray buff
b. Maintain marble/granite floors.
c. Wash trash and recycling receptacles
d. Spot clean all washable wall coverings.
e. Completely vacuum carpet using a pile-lifter vacuum (such as a Certified Pile Lifter.

MONTHLY:

a. Damp wipe and polish marble wall surfaces.
b. Wash all interior glass, including windows.
c. Clean all vinyl baseboards.

QUARTERLY:

a. Clean polish metal door thresholds
b. Wash all light fixtures lenses, air diffusers, and grilles.
c. Wash and scrub all washable wall coverings.
d. Strip and refinish all vinyl floor areas and waiting rooms.

AS NECESSARY:

Spot clean carpeted floors using appropriate method.

53. **AREA TYPES: KITCHEN, LOUNGES, RESTAURANT AREA:**

DAILY:

a. Empty trash and recycling receptacles.
b. Spot clean trash and recycling and receptacles.
c. Rearrange furniture as required.
d. Spot clean furniture, fixtures, walls, partitions and doors etc.
e. Dust horizontal building and furniture surfaces.
f. Police litter.
g. Sweep or dust mop non-carpeted floors
h. Damp mop non-carpeted floors with a germicidal detergent.
i. Remove carpet stains.
j. Completely vacuum carpeted floors.
k. Clean telephones.
l. Wipe clean all appliances and counters.

TWICE WEEKLY:
Spray buff.

WEEKLY:
a. Dust vertical building and furniture surfaces.
b. Clean out refrigerator interiors per Building Manager's instructions.
c. Machine scrubs floors (ceramic, vinyl, etc.) and clean carpet using approved method and using germicidal detergent.
d. Wash recycling receptacles.
e. Clean interior of kitchen cabinets and drawers.
f. Clean interior and exterior microwaves.
g. Clean the interior of ovens with approved oven cleaning chemical.

QUARTERLY:
a. Wash all light fixtures lenses, air diffusers, and grilles.
b. Wash and scrub all washable wall coverings.

AS NECESSARY:
Clean spills in restaurant area.

54. **AREA TYPES: TELECOMMUNICATIONS EQUIPMENT ROOMS/COMPUTER ROOMS**

These rooms are to be cleaned under direct supervision only.
These rooms are to be locked at all times and are reserved for specific equipment, parts, and materials only. These are restrictions against storing any other items therein. Custodial personnel observing violations of this practice are to notify their supervisor or Building Manager's Office as soon as possible.
DAILY:
a. Place all waste paper bins outside the Computer Room for emptying. Wipe interior of bin before in room. NOTE: Bins must be covered before transporting. Where replacement liners are used, they should be closed and sealed before placing them outside the computer room.
b. Vacuum entire floor area.
c. Vacuum all desk tops, cupboards, ledges, racks, shelves (do not remove grilles from the top of machines or equipment.
d. Remove dust around control areas.

WEEKLY:
a. Thoroughly clean surface of glass window, partitions, and doors.
b. Remove all finger marks, smudges, and dirt from doors, door frames, walls and pillars.
c. Vacuum high ledges and surfaces of walls
d. Buff floor with oscillating type floor polisher.
e. Perform a final vacuum over floor area to ensure that all traces of dust and polishing pad particles are removed.
f. Vacuum behind cabinets, tables, desks, equipment, and areas not easily accessible

55. **AREA TYPES: STORAGE:**

DAILY:
a. Empty trash and recycling receptacles.

b. Spot clean trash and recycling receptacles.
c. Replace obviously soiled or torn trash receptacle liners.
d. Spot clean furniture, fixtures, walls, and doors etc.
e. Police litter.
f. Spot mop non-carpeted floors.

EVERY FOUR WEEKS:

a. Damp mop non-carpeted floors.
b. Dust horizontal building surfaces.
c. Dust vertical building surfaces.
d. Spray buff.
e. Wash trash and recycling receptacles.

56. **AREA TYPES: SHOPS**

DAILY:

a. Empty trash and recycling receptacles.
b. Spot clean trash receptacles.
c. Replace obviously soiled or torn trash receptacle liners.
d. Clean drinking fountains.
e. Spot clean furniture, fixtures, walls, and doors etc.
f. Police litter.
g. Refill paper towel and hand soap dispensers.
h. Sweep or dust mop non-carpeted floors.
i. Spot mop non-carpeted floors.
j. Clean telephones.

WEEKLY:

a. Damp mop non-carpeted floors.
b. Dust horizontal building surfaces.

EVERY FOUR WEEKS:

a. Dust vertical building surfaces.
b. Spray buff.
c. Clean floor drains.
d. Wet clean non-carpeted floors.

QUARTERLY:

a. Wash and scrub all washable wall coverings

57. **AREA TYPES: STAIRS AND STAIRWELLS**

DAILY:

a. Police and remove litter
b. Spot-mop spills and heavy soil on non-carpeted floors.
c. Remove stains from carpeted floors.
d. Spot clean doors.
e. Remove chewing gum.

EVERY OTHER DAY:

a. Sweep non-carpeted stair landings and steps.
b. Vacuum carpeted stair landings and steps.
c. Dust railings, ledges, grills, stair metal frame, fire apparatus, fire cabinets out and doors inside and out.

d. Polish library handrails and interior stone work.

WEEKLY:
a. Clean handrails using appropriate method.
b. Spot-clean walls and risers.

EVERY TWO WEEKS:
Mop non-carpeted stair landings and steps.

MONTHLY:
a. Wet mop non-carpeted steps, risers and landings.
b. Clean carpeted stairways and landings using appropriate method.
c. Clean glass surfaces and polish bright metal and woodwork.
d. Spot clean walls.

QUARTERLY:
a. Wash and scrub all washable wall coverings

58. **AREA TYPES: ELEVATORS**

DAILY:
a. Police litter
b. Spot clean fixtures, walls, and doors, etc.
c. Sweep or dust mop non-carpeted floors
d. Damp mop non-carpeted floor.
e. Remove carpet stains.
f. Completely vacuum carpeted floors
g. Vacuum clean elevator door tracks
h. Clean entrance mats.
i. Dust horizontal and vertical building surfaces
j. Damp clean all elevator walls, door frames and doors on each floor
k. Remove graffiti, labels, stickers, etc

WEEKLY:
a. Polish metal surfaces.
b. Maintain elevators with marble/granite floors.
c. Polish wood surfaces with a spray polish.

59. **AREA TYPES: FREIGHT ELEVATORS**

DAILY:
a. Sweep floors.
b. Polish and mop-up spills as required.
c. Clean elevator door tracks.
d. Damp mop with a germicidal detergent.

WEEKLY:
a. Wet mop floors.
b. Damp clean all walls, doors and frames on each door.
c. Polish all stainless steel.

60. **AREA TYPES: ESCALATORS**

DAILY:

a. Clean exposed surfaces of escalator treads, risers and landings on all floors
b. Polish bright metal surfaces.
c. Clean all adjoining surfaces.

AS NECESSARY:

Pick up litter and use damp mop to remove spills or heavy soil.

61. **AREA TYPES: EXTERIOR AREAS (INCLUDING ALL PLANTERS, SIDWALKS, CURBS, RAMPS, PATIOS, DECKS, STAIR LANDINGS,COURTYARDS**

DAILY:

a. Empty trash and recycling receptacles.
b. Spot clean trash and ash receptacles.
c. Replace obviously soiled or torn trash receptacle liners.
d. Rearrange furniture as required.
e. Spot clean furniture, fixtures, walls, and doors etc.
f. Dust horizontal building and furniture surfaces.
g. Police litter.
h. Remove large stains, gum, etc.
i. Completely weep floors.
j. Hose-off floors.
k. Remove graffiti.
l. Police all solid debris using "Bill Goat" or compatible equipment.

WEEKLY:

a. Dust vertical building and furniture, surfaces to a height of 72".

62. **AREA TYPES: LOADING AREAS (INCLUDING PLATFORM AND DOCKS**

DAILY:

a. Spot clean fixtures, walls, and doors, etc.
b. Police litter.
c. Sweep floors.
d. Clean telephones.
e. Police area around compactors.
f. Hose down and scrub compactor area.
g. Remove all grease and oil spills from loading dock floors and platforms.

WEEKLY:

a. Clean all compactor ground areas to drain with high pressure sprayer.
b. Clean loading dock floor and platforms with high pressure sprayer.

QUARTERLY:

a. Wet mop or scrub floors and steps.

63. **AREA TYPES: JANITOR CLOSETS**

WEEKLY:

a. Clean and scrub slop sink.
b. Sweep; wet mop floor.

64. **AREA TYPES: PARKING LOT/GARAGES**

DAILY:
a. Police (as defined)
b. Empty trash receptacles and replace liner.

ONCE A WEEK:
a. Power sweep ramps. Sweep edges by hand
b. Clean all walkways and elevator lobbies.
c. Wipe all handrails and ledges.

MONTHLY:
a. Completely sweep parking lots and surrounding area.

NOTE: Garages must be maintained using power equipment, specifically a Tennant Power/Sweeper or equal.

65. **ROUTINE WORK BY SPECIFIC BUILDING(S)**

All pressure cleaning, floor stripping/sealing, carpet cleaning, high dusting pressure washing of parking lots and/or loading areas will be done after hours, weekends or holidays.
Police exterior areas daily, collect and dispose of trash, litter, cans and bottles and pressure wash exterior walkways as necessary.

Floor Care: An automatic scrubbing machine that washes, scrubs, and dries is required. Areas in which the automatic machine cannot adequately clean must be wet mopped with a disinfectant solution and left clean and dry.

Date Processing Center
Room 153 houses the dispatcher for Fire and Metro Dade Police as well as the 911 operations. This room must be vacuumed daily using a long nose (50 foot minimum) because the vacuum machine makes too much noise.

Gerstein Justice Building

- All Court Rooms, unless otherwise instructed by the Building Manager or his designee, have a #1 priority and must be cleaned and ready "for inspection" by 8:00 A.M. on the days that they are to be used.

- South Side Planter Areas (South side of the building) shall be cleaned out at least once per day after 1:30 P.M. All trash, including dried grass, paper, can, etc. shall be picked up and conveyed to a dumpster.

- Stripping and/or buffing floors will be done daily at night.

- Special Priority Note (Fifth floor only): Because of bond hearings held on Saturdays, Sundays and holidays, it is necessary that the rest rooms and lobbies used be cleaned fir thing Monday morning. Although the first and second floors are normally used, sometimes other floors are utilized. Building Manager will

indicate which floors were used. If a holiday falls on a Monday, this cleaning will be done first thing Tuesday.

- Windows are covered with screens which contractor shall remove prior to exterior window washing and shall replace after are cleaned.

- Wash walls in all courtrooms and common areas once a month.

Graham Building

Routine work will take place between 6:00 A.M. and 5:00 P.M., starting time no later than 7:00 A.M. The Building Manager may change hours as necessary.

North Dade Justice Center

- Buff floors nightly.

Samsung Building

- Tabulation room, shall be cleaned between 8:00 A.M. and 5:00 P.M. access to this area may be restricted.
- Parking lot police entire lot daily.

Metro Dade Flagler Building

- All offices/lobby trash cans shall be emptied and taken out of the building by 8:00 A.M. Stripping and/or buffing floors and shampooing carpets shall be done at night.
- Vacuuming of lobby, hallways and public reception areas to be done at night only.

66. **MARBLE FLOORS:**

Servicing is to be performed at night. (Note: Mild cleaner shall have a PH of at least 7. Sealer used shall be Barrier B-10 Matte Sealer from Barrier Chemical Corp., 1420 MacArthur Drive, Suite 101 Carrollton, Texas 75007, Telephone: (214) 242-4725. **(NO SUBSTITUTES SHALL BE ACCEPTED).**

DAILY:

a. Sweep floor
b. Mop floor with mile cleaner.
c. Rinse.

WEEKLY:

a. Sweep floor
b. Mop floor with mile cleaner, water needs to be brushed around with broom or use cleaning machine with lambs wool pad.
c. Immediately remove water and dirt using wet vac.

MONTHLY:

a. Sweep floor.
b. Scrub floor.
c. After scrubbing, when floor is dry, apply one coat of sealer with roller.

QUARTERLY:

a. Strip floor with water based stripper.
b. Rinse with neutral cleaner.

c. Apply two coats of sealer.

67. **CARPET CLEANING (SHAMPOOING)**

Carpet tiles shall be cleaned using a dry cleaning system approved by GSA. Other carpeted areas shall be cleaned using the bonnet or extraction method as requested by the Building Manager.

68. **EMERGENCY SERVICE**

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the County under this contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.) Emergency Service response time shall be within one (1) hour after verbal notification later confirmed in writing by the Building Manager. During other than regular working hours, the emergency response time shall be within (2) hours after notification by the County. Emergency work will be considered any unforeseen unanticipated work not listed under routine/project work as listed on Section three Paragraphs 3.1 thru 3.8 of this Invitation to Bid and any additional work as listed. For the purpose of this clause, response time will mean "on-site and prepared to work".

69. **AIR FRESHNERS**

The successful bidder shall provide and maintain air fresheners in restrooms and other areas as requested. Within fourteen days of assuming the contract the contractor shall have installed air fresheners dispensers in all restrooms. Upon completion of this contract the contractor has seven days to remove its dispensers and mitigate any damages made to walls or fixtures. Miami Dade will not provide electrical connections to the dispensers. Dispensers shall have a timely feature to be programmed to activate at certain hours of the day and an alarm for both low battery and low refill warning.

70. **PAYMENT ADJUSTMENTS FOR UNOCCUPIED SPACE**

The expected occupancy of County buildings is 100%, however, there are times when, due to renovations and/or for operational reasons there might be a temporary decreased usage of the building area. In such circumstance, the total price given by the successful bidder for that particular building will be divided by the total square footage of the building in order to arrive at a cost per square foot. The successful bidder shall be paid on a per occupied square footage basis while such conditions prevail.

71. **HEPA FILTERS**

Vacuum cleaners with commercial grad HEPA filters shall be utilized to service the building under this contract and the filters shall be replaced as per the manufacturers' recommendations. Filter must be built into equipment. **ADDING BAGS TO THE EQUIPMENT WILL NOT BE ACCEPTED.**

72. **WINDOW WASHING**

Contractor is responsible for window washing in the frequency shown in paragraph 3.12. If contractor is unable to perform window washing due to lack of

knowledge or appropriate equipment, contractor is responsible for subcontracting this portion of the work to a reputable company.

73. **PROJECT WORK AND FREQUENCIES**

Project work in the frequencies listed on the following table shall be included in the total annual charges shown on page 61. Itemized prices are requested for the sole purpose of possible increases or decreases in frequency.
Project Work should be considered regularly scheduled work unless Building Manager advises Successful bidder otherwise. If the work performed as scheduled according to the project work schedule, liquidated damages will be assessed.
Cleaning of glass enclosed elevator shafts requires coordinating with building management staff to provide elevator operator for inside cleaning.

TASK	DPCC	Annex	RS	Perm	GJB	PDB	GB	CPP	NDJC	FB	SAM
Carpet Cleaning (wet and/or dry method as determined by the building Manager including computer room	6	4	4	6	6	6	6	4	6	6	6
Strip and refinish floors	4	2	2	4	4	2	4	2	4	4	4
High dusting	12	12	12	12	12	12	12	12	12	12	12
Machine scrub and recoat floors.	1	1	1	1	N/A	2	4	2	1	2	2
Exterior window washing	4	4	4	4	4	4	4	4	4	4	4
Interior window washing	2	2	2	2	2	2	2	2	2	2	2
Strip and refinish elevator floors	12	6	N/A	12	12	12	12	12	12	12	12
Wash blinds (6 months after vacuuming)	1	N/A	N/A	1	1	N/A	1	N/A	1	1	1
Vacuum blinds (6 months after washing	2	N/A	N/A	2	2	N/A	2	N/A	2	2	2
Pressure was and or scrub exterior non-carpeted floors including all steps and stairs.	6	6	6	6	6	6	6	6	6	6	6
Pressure clean the exterior of the building (front)	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pressure wash walls and/or judge's parking area.	N/A	N/A	N/A	N/A	2	N/A	N/A	N/A	2	4	
Degrease judges parking area	N/A	N/A	N/A	N/A	4	N/A	N/A	4	4	N/A	1

and/or basement											
Scrub, strip, reseal basement floors.	N/A	N/A	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	

TASK	DPCC	Annex	RS	Perm	GJB	PDB	GB	CPP	NDJC	FB	SAM
Marble restoration	N/A	N/A	N/A	N/A	4	N/A	N/A	N/A	N/A	N/A	N/A

For the above table the following abbreviations apply:

DPCC – Data Processing and Communication Complex
ANNEX - Data Processing and Communication Annex
RS - Radio Shop
PERM - Building Permitting and Inspection Center
GJB - Gerstein Justice Building
CPP - Civic Park Plaza
GB - Graham Building
PDB - Public Defender Building
CPP - Civic Park Plaza
GB - Graham Building
PDB - Public Defender Building
NDJC - North Dade Justice Center
FB - Flagler Building (140 Building)
SAM - Samsung Building

74. **SPECIAL WORK REQUIREMENTS**

- Work to be performed, described as "Special Work" consists of miscellaneous assignments to e accomplished on an as required basis. This work is not a part of routine work.
- The types of work may encompass some of the following tasks: Clean-up after special conferences, special cleaning following public events. etc.
- Contractor shall have cleaning staff available on nights or weekends for flooded conditions, building damage caused by natural forces, etc.
- The Building Manager and Contractor shall predetermine and agree upon the nature of the work requirement, approximately duration of the effort, and the method of payment and/or reimbursement to be effected. The Contractor shall schedule the work and purse its completion in an expeditious manner.

Appendix "B"
Price Schedule

Building	Amount	Monthly
140 Flagler Bldg.	$ 337,578.36	$ 28,131.53
Elections Bldg.	$ 149,185.43	$ 12,432.12
36th Street Bldg.	$ 56,237.35	$ 4,686.45
Civic Plaza	$ 101,398.15	$ 8,449.85
Gerstein Bldg.	$ 689,523.27	$ 57,460.27
Graham Bldg.	$ 244,121.78	$ 20,343.48
North Dade	$ 151,458.12	$ 12,621.51
Public Defender Bldg.	$ 112,801.36	$ 9,400.11
South Dade Government Bldg.	$ 435,468.06	$ 36,289.01
Data Processing	$ 256,546.88	$ 21,378.91
Annex	$ 17,661.67	$ 1,471.81
Shop	$ 41,836.02	$ 3,486.34
Building and Permitting	$ 409,262.65	$ 34,105.22

Building	Amount	Monthly
Police Headquarters (24 hour operation)	**$ 491,609.24**	**$ 40,967.44**
Mid-West Station (Doral)	**$ 160,468.42**	**$ 13,372.37**
Warehouse	**$ 26,899.47**	**$ 2,241.62**
Station # 1	**$ 111,819.89**	**$ 9,318.32**
Station # 6	**$ 111,819.89**	**$ 9,318.32**
Station # 8	**$ 116,457.69**	**$ 9,704.81**
Property & Evidence	**$ 43,997.88**	**$ 3,666.49**
Fleet Shop	**$ 5,752.78**	**$ 479.40**
Police Training	**$ 242,416.83**	**$ 20,201.40**

Metro Dade Transit Bus Cleaning	**Price Per Bus**
Interior and Exterior	
30ft	$ 39.97
40ft	$ 44.17
60ft	$ 54.92
Exterior ONLY	
30ft	$ 11.00
40ft	$ 11.98
60ft	$ 13.74

*** The current proposal is priced including the Living wage requirements of the scope of services for October 1, 2011.****

Appendix "C"
Living Wage

Vendors 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 solicitation(s) awarded pursuant to this Bid Waiver or issuance of a GASP/Permit or other Service Solicitation agreement by Miami-Dade County. By submitting a bid pursuant to these specifications, a vendor 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:

a. Definitions
b. Minimum Wages and Posting of Information.
c. Liability for Unpaid Wages; Liquidated Damages; Withholding
d. Payrolls, Records and Reporting
e. Sub solicitations
f. Complaints and Hearings; Solicitation Termination and Debarment

a. 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.

ii. "Applicable department" means the County department(s) using the service solicitation.

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

iv. "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.

v. "Competition documents, RFQ, RFQ documents or contract" means an agreement for specific services at a location or locations 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.

vi. "Solicitationing officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service solicitations.

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

viii. "Covered employee" means anyone employed by any service vendor, 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 vendor's solicitation with the County.

ix. "Covered employer" means any and all service vendors and sub-vendors of service vendors providing covered services. Service vendor 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 vendor 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 solicitation 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 vendor and any sub-vendor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

the service vendor is a Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Department facility including Miami International pursuant to a permit, lease agreement or otherwise.

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

(1) County Service Contracts awarded by the County that involve a total solicitation 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.

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

xii. "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.

xiii. "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.

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

b. MINIMUM WAGES AND POSTING OF INFORMATION

i. 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.

ii. The minimum amount of payment by a Service Vendor 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 vendor pays less than the required amount for provision a health benefit plan provided in this section, then the service vendor 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 vendor may require that all employees enroll in a health benefit plan offered by the service vendor, 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.

iii. 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:

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. Covered employers must post in a visible place on the site where such solicitation 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 Small Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

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

c. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

i. In the event of any underpayment of required wage rates, the vendor 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 solicitation 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.

ii. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Small Business Development (SBD) for depository into the SBD 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.

iii. The County may withhold from a service vendor any moneys payable on account of work performed under the solicitation, 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 vendor 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 solicitation. 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 solicitation, the project manager may, after written notice to the service vendor, 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; Solicitation Termination and Debarment".

iv. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contract(s) terminated.

v. 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 ITQ and may be cause for suspension or termination in accordance with the ITQ's terms and debarment in accordance with the debarment procedures of the County.

vi. 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 solicitations for a period of three (3) years.

d. PAYROLL; RECORDS; REPORTING

i. 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.

ii. The service vendor 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 ITQ and competition documents specifications; and the name and social security number of every employee that provided service for that requisition for payment.

iii. 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.

iv. 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.

v. 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 vendor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all sub-vendors.

e. SUBSOLICITATIONS

The service vendor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (f) of this provision and also a clause requiring the sub-vendors to include these clauses in any subcontracts. The service vendor shall be responsible for compliance by any sub-vendor with the clauses set forth in paragraphs (a) through (f) of this provision.

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

i. 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.

ii. 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.

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

iv. 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.

v. 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

vendor that has been found to violate Section 2-8.9.

vi. 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 vendor or sub-vendor 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 fourth time, the non-complying covered employer's service contract with the County may be terminated.

vii. 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.

viii. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this ITQ and spot market 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.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **RQPM1100173**

Contract Title: **Janitorial Services**

Contractor: **Florida Association of Rehab Facilities, Inc.**
(RESPECT of Florida)
2475 Apalachee Parkway Suite 205
Tallahassee, Fl 32301-4946

In accordance with the above referenced Contract, this supplement when properly executed becomes a part of the Contract, effective February 1, 2012, and shall provide the following changes to the Contract:

1) The contract number will be BW7934-1/12;
2) Under Article 5, the effective date is changed from November 1, 2011 to February 1, 2012;
3) The services for Metro Dade Transit Bus Cleaning are removed;
4) The negotiated prices for Metro Dade Transit Bus Cleaning services, outlined in Appendix B, Price Schedule, will be honored by the Contractor if the services are added to the Contract in the future;
5) Contractor confirms all prices for services under this Contract are unaffected by the removal of the Metro Dade Transit Bus Cleaning service.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

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IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. RQPM1100173.

Contractor	Miami-Dade County
By: Suzanne Sewell	By: _____
Name: Suzanne Sewell	Name: _____
Title: President / CEO	Title: _____
Date: January 17, 2012	Date: _____
Attest: _____ Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency. _____ Assistant County Attorney

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