OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Resolution No. R-19-09

Subject: Award Recommendation for Janitorial Services with N & K Enterprises, Inc., Zone 2, in the amount of $2,495,469.00

RECOMMENDATION

It is recommended that the Board approve the award of a non-exclusive agreement for Janitorial Services for Zone 2 for certain non-terminal property at Miami International Airport to N & K Enterprises, Inc. (N&K), to allow for the continuation of janitorial services for the Miami-Dade Aviation Department (MDAD). The exhibits to the janitorial agreement are on file with the Clerk's office.

SCOPE

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

DELEGATED AUTHORITY

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

FISCAL IMPACT/FUNDING SOURCE

The County shall pay $2,495,469.00, which includes operating expenses for the first year for Zone 2, from general operating funds. Subsequent contract amounts are based on yearly budget estimates subject to annual approval by MDAD. There is also a consumer price index adjustment built-in.

TRACK RECORD/MONITOR

The current janitorial services provider for Zone 2 is N & K Enterprises, Inc. Under this contract, the track record for N&K has been satisfactory according to MDAD Terminal Operations Division Director and Project Manager Dickie Davis. The new project manager will be Division Director Jeff Bunting, General Aviation Airports, Facilities Maintenance, and Aircraft Noise and Environmental Planning.

COMPLIANCE DATA

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

BACKGROUND

The first selection committee meeting was held August 28, 2008, at MDAD Building 5A, 4200 N.W. 36th Street, to review the proposals. The Selection Committee met again on September 19, 2008, to hear presentations for Zones 2 and 3. On September 25, 2008, the Committee evaluated, ranked and assessed technical points based on the proposal submissions and oral presentations. The sealed price envelopes were then opened and read aloud. The formula provided in the RFP for the calculation of the price score by zone was applied and the overall ranking combining the technical and price score was calculated. This resulted in an overall ranking as follows:

Overall Score	Price	Proposer
596	$2,130,596.00	N & K Enterprises, Inc.
567	$2,189,204.68	Best Janitorial & Supplies, Inc.
525	$2,285,223.72	Chi-Ada Corporation

Note that the first ranked proposer N & K Enterprises, Inc. received the highest technical score and provided the lowest price. Also, the point differential for the overall score (technical and price) between the top ranked proposer N & K Enterprises, Inc and the second ranked proposer Best Janitorial & Supplies, Inc. is 29 points. The overall point variance between the first ranked proposer and the last ranked proposer is 71 points.

In that each zone (Zones 1, 2, & 3) is to be awarded separately, the Committee recommended that the first-ranked proposer for Zone 2 be forwarded to the County Manager for approval and authorization to negotiate as follows:

Zone 2 – 1. N & K Enterprises, Inc.
2. Best Janitorial & Supplies, Inc
3. Chi-Ada Corporation

Upon receipt of the approval from the County Manager to negotiate, the approved negotiation committee met with N&K on November 6, 2008, and negotiated a successful agreement.

It is therefore recommended that the Board approve the attached Janitorial Services Agreement for Zone 2 with N & K Enterprises, Inc.

PROJECT: Janitorial Services

PROJECT LOCATION: The location is contained in the project description below

DESCRIPTION OF PROJECT: The areas to be serviced include specified non-terminal buildings and airport properties including public parking garages, employee parking areas and garages, Aviation Department maintenance complex, Taxi Lot, Central Collection Plaza, Miami-Dade Police station, and other outlying buildings, as set forth in the Zone Map (Exhibit A).

TERM OF CONTRACT: Three (3) years, with five (5) one (1) year renewal options

CONTRACT MEASURES: SBE Set Aside

CONTRACT MEASURES OFFERED: SBE Set Aside

COMPANY NAME: N & K Enterprises, Inc.

COMPANY PRINCIPALS: Neville Jennings

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	100% black owned
LOCATION OF COMPANY:	13700 N.W. 19th Avenue, #2 Opa-Locka, FL 33054
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	Two (2) Contracts, one with Aviation and the other with Metro-Dade Transit as follows: The Payment history for Transit for the past five (5) years total is: $430,654.00, The Payment history for Aviation for the past five (5) years total is: $8,739,279.00.
LIVING WAGE:	Yes, Living Wage applies to this project
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	General Operating Funds
USER AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

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

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

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

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

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
1-22-09

RESOLUTION NO. **R-19-09**

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE AGREEMENT FOR JANITORIAL SERVICES AT MIAMI-DADE COUNTY AVIATION DEPARTMENT FACILITIES BETWEEN N & K ENTERPRISES, INC., AND MIAMI-DADE COUNTY, FOR A THREE YEAR PERIOD, AND FOR THE ESTIMATED FIRST YEAR AMOUNT OF $2,495,469, SUBJECT TO ADJUSTMENT FOR CHANGES IN REIMBURSABLE AMOUNTS; PROVIDING FOR FIVE ONE YEAR OPTIONS TO RENEW; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME, AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS THEREOF; AND DELEGATING TO THE COUNTY MAYOR OR HIS DESIGNEE THE AUTHORITY TO EXECUTE AN AMENDMENT TO THE CONTRACT TO CONFORM CONTRACT TERMS WITH OTHER JANITORIAL CONTRACTS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves, in substantially the form attached hereto and made a part hereof, the award of a Non-Exclusive Agreement for Janitorial Services between N & K Enterprises, Inc. and the Miami-Dade County, for a three year term, in an estimated amount of $2,495,469 for the first year, including operating expenses, but subject, for each contract year, to changes in the values of reimbursable amounts in the contract; provides for five one year options to renew; authorizes County Mayor or his designee to execute same and to exercise renewal and termination provisions thereof.

The foregoing resolution was offered by Commissioner **Katy Sorenson**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	**aye**		
Jose "Pepe" Diaz, Vice-Chairman	**aye**		
Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

MIAMI INTERNATIONAL AIRPORT

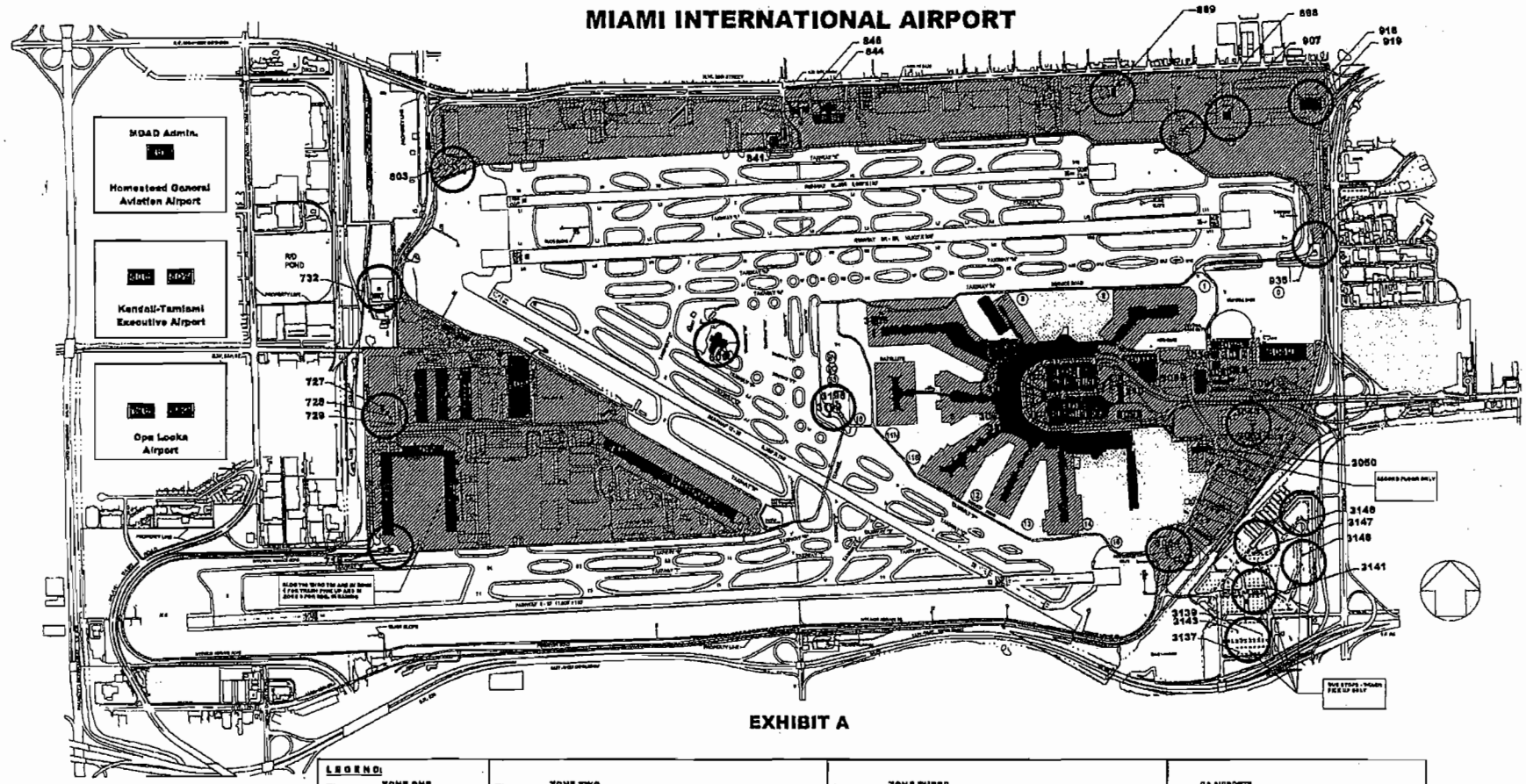

EXHIBIT A

LEGEND:

ZONE ONE

BLDG #	Name/Tenant
3000	Terminal Bldg. - First Floor
	Second Floor
	Third Floor
	Fourth Thru Tenth
3003	E-Remote
3004	Consumer Services Bldg./ Bus Station
800	MDAD Facilities
5199	Transit Guardhouse

ZONE TWO

BLDG #	Name/Tenant
	Lower Vehicular Drive
	Upper Vehicular Drive
MOVAAS	Skybridges
210	Toll Plaza
3010	Tactical Bldg.
3030	MDAD Maintenance - Floors 1 thru 3
3032	MDAD Storage
3033	MDAD Facilities
3038	MDAD Maintenance
3049	Warehouse
3048	Wash Rack 20th Street
3080	Offices - 2nd Fl ONLY

BLDG #	Name/Tenant
3061	20th St. Gas Station
3062	Short Term Parking - Upper & Lower
3063	Stygport Building
3064	SE Gate
3066	Park 5
3081	MDAD Maintenance
3084	Parking Garage
3095	Central Chiller Plant
3103	Central Base Gate
3107	Dolphin Garage
5198	Flamingo Garage
	Employee Parking Lot

ZONE THREE

BLDG #	Name/Tenant
700	Cargo Bldg.
701	Cargo Bldg.
702	Cargo Bldg.
704	Cargo Bldg.
706	West Cargo Bldg.
707	West Cargo Bldg.
708	West Cargo Bldg.
710	West Cargo Bldg.
716	SW Gate
727 / 728 / 729	Whale Transfer Station
732	USDA Storage
803	NW Gate

BLDG #	Name/Tenant
841	GAC
844	
845	Office Bldg (180)
846	MDAD Facilities
874	
886	Atlas Air Utility Bldg.
888	NE Base Gate
916 & 919	MDAD Admin. (Bldg. 6A)
907	MDAD Central Utility Bldg.
936	NE Gate

GA AIRPORTS

BLDG #	Name/Tenant
Kendall / Tamiami	
606	MDAD Facilities
607	MDAD Admin.
Opa Locka	
196	MDAD Facilities,
216	MDAD Admin.
Homestead	
5	MDAD Admin.

NOTICE TO THE PROPOSER:

The floor plans and all the references to areas, depict conditions as they are believed to exist. These plans do not constitute a representation or warranty, expressed or implied by the County or its agents, that such conditions actually exist. Neither the County nor its agents shall be liable for any loss sustained by the Proposer or Contractor as a result of any variance between conditions shown and actual conditions.

Proposers must examine and judge for themselves the location, physical conditions and surroundings of the proposed work to be done under this contract. Submission of a proposal shall be conclusive evidence that the Proposer has made such an examination.

MIA

TECHNICAL SUPPORT DIVISION

File: 60275_MIA_ZONEMAP

MDAD JANITORIAL SERVICES CONTRACT

ZONE 1 - ZONE 2 - ZONE 3

OCT. 2007

Memorandum

MIAMI-DADE COUNTY

Date:

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Request for Negotiation Report
MDAD-Request for Proposals for the Non-Exclusive Janitorial Services
RFP No. MDAD-09-06

With reference to your report of October 2, 2008 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to proceed to negotiate an Agreement for the above referenced project with the first ranked proposers by zone as provided below:

Zone 1 – 1. UGL Unicco
2. American Building Maintenance Co. of Georgia
3. ISS Facility Services Inc. dba BG Service Solutions
Zone 2 – 1. N & K Enterprises, Inc.
2. Best Janitorial & Supplies, Inc
3. ChiAda Corporation
Zone 3 – 1. Vista Building Maintenance Services, Inc.
2. Best Janitorial & Supplies Inc.
3. ChiAda Corporation

If negotiations fail with the first ranked proposer, in accordance with the Request for Proposal, Section 4 entitled "Evaluation Process", sub-section 4.7 entitled "Negotiations" you are authorized to proceed with negotiations with the next ranked proposer for that zone.

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Janitorial Services Agreement for the Miami-Dade Aviation Department with the first ranked firm listed above:

Roy Alonso, MDAD
Anne S. Lee, MDAD
Alfred Illustrato, Jr., Hillsborough County Aviation Authority-
Tampa Airport

8

The Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager, including the below listed information:

(1) A general description of the services,
(2) The total price for the first year,
(3) The term of the Agreement,
(4) A brief description of the selection process.

If a satisfactory agreement cannot be reached for each zone, a report is to be prepared fully explaining all problems resulting from the negotiations. The final agreement for each zone, if any, and report should be sent to this Office.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Roy Alonso, MDAD
Anne Syrcle Lee, MDAD
Alan Fish, University of Miami
James Vose, SBD
Alfred Illustrato, Jr., Hillsborough County Aviation Authority-Tampa Airport

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2008

To: George M. Burgess
County Manager

From: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report- Miami-Dade Aviation Department
Request for Proposals for Janitorial Services
RFP No. MDAD-09-06

As authorized by Administrative Order 3-38 and your memorandum dated July 28, 2008, the designated Evaluation Selection/Committee (Committee) met and conducted the selection process for the subject project on August 28, 2008 for the prescreening meeting; and September 18, 2008, September 19, 2008, and September 25, 2008 for the public hearing meetings. This process was conducted in accordance with the procedure specified by the Request for Proposals (RFP) as described in the attached summary minutes.

PRESCREENING MEETING OF AUGUST 28, 2008

As announced in the Metro Calendar, the Committee met on August 28, 2008 at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Bldg. 5A, 4th Floor, Conference F, Miami, Florida and undertook a review of the proposals submitted by nine (9) of the thirteen (13) responding proposers as follows to the public notice:

1. Best Janitorial & Supplies Inc., Zones 2 & 3
2. Vista Building Maintenance Services, Inc., Zone 3
3. UGL Unicco, Zone 1
4. N & K Enterprises, Inc., Zone 2
5. American Building Maintenance Co of Georgia, Zone 1
6. Triangle Services of Florida, Inc., Zone 1
7. Chi-Ada Corporation, Zones 2 & 3
8. Integrity Janitorial Services Corp., Zones 2 & 3
9. ISS Facility Services Inc. dba BG Service Solutions, Zone 1

Please be advised that Committee member Michael Witcher from American Airlines excused himself because of a conflict with his work assignment and did not attend any of the committee meetings.

The Committee was advised that a Small Business Enterprise ("SBE") goal of 10% was established by the Review Committee for Zone 1, and set asides for both Zones 2 and 3. Accordingly, as part of SBD's compliance review process, the Small Business Development

(SBD) advised that nine (9) of the thirteen (13) proposers (see list of names above) were in compliance with the goal requirements. The Committee was informed of SBD findings as follows: KnightFM was not in compliance with the goal requirements, and three (3) proposers: Laro Service Systems, Inc, CleanDomain, Inc, and Tekklean, Inc. were deemed non-responsive by the County Attorney's Office. The Committee was also informed that there were still outstanding issues (see the attached report) with four (4) of the remaining nine (9) proposers and therefore, the County Attorney's Office had not opined on whether the nine (9) remaining proposers were responsive. As stated in the attached minutes, the outstanding issues included non-compliance with the minimum qualifications for Integrity and Triangle, and the final determination from Finance on whether ISS was in compliance with the Finance requirements of the RFP. It was thought that Chi-Ada did not meet the minimum qualifications, however, the contracting officer informed the committee that based on the follow-up information received, it appeared that ChiAda did meet the minimum qualifications. However, the Committee requested that we follow-up with the following three (3) proposers to have them confirm their minimum qualification information: ChiAda, Triangle, and Integrity. The Committee also requested that we obtain the final compliance ruling from Finance for ISS. The Committee requested the follow-up information for all four (4) proposers prior to the public hearing meeting.

Please note that only eight (8) of the nine (9) proposers were invited to make a presentation before the Committee by zone on September 18, 2008 for Zone 1 and September 19, 2008 for Zones 2 and 3 accordingly. One proposer for Zone 1, Triangle was given a tentative invitation pending the Committee's decision of whether they were responsible to the minimum qualification requirements.

PUBLIC HEARING MEETINGS OF SEPTEMBER 18, 19, AND 25, 2008

As advertised in the Metro Calendar, a Committee meeting was held on September 18, 2008, September 19, 2008, and September 25, 2008 at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Bldg. 5A, 4th Floor, Miami, Florida.

During the September 18, 2008 meeting, Assistant County Attorney's Roy Wood and David Murray addressed responsiveness verses responsibleness, and on the Committee being responsible for determining responsibleness; after a brief discussion, the Committee found that Triangle's proposal was non-responsible to the minimum qualification requirements and ineligible to continue in the process. The Committee then heard presentations from proposers for Zone 1.

The Committee heard presentations from proposers for Zones 2 and 3 on September 19, 2008. However, during the Integrity presentation, they were deemed non-responsible in not having met the minimum qualification requirements and ineligible to continue in the process.

Upon conclusion of the two days of presentations, the Committee met again on September 25, 2008 and undertook an evaluation and ranking process and assessed technical points based on the proposal submissions and oral presentations. Following the ranking of the technical points by zone, as provided in the Request for Proposals, the sealed price envelopes were opened and read aloud.

MDAD's staff then proceeded to apply the formula provided for the calculation of the price score as defined in the RFP by zone. Staff then proceeded to calculate the overall ranking. The overall ranking consisted of a combination of the technical points and price scores. The firms were subsequently ranked according to the overall ranking. Local Preference was not an issue, the proposers recommended for each zone were local and the final scoring did not result in a tie between local proposers. The Committee recommended that the first ranked proposer for each zone be forwarded to the County Manager for approval and authorization to negotiate as follows:

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

Zone 2 – 1. N & K Enterprises, Inc.
2. Best Janitorial & Supplies, Inc
3. ChiAda Corporation

Zone 3 – 1. Vista Building Maintenance Services, Inc.
2. Best Janitorial & Supplies Inc.
3. ChiAda Corporation

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Prescreening
2. Summary Minutes of the Public Hearings

Attachments

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Roy Alonso, MDAD
Anne Syrcle Lee, MDAD
Alan Fish, University of Miami
James Vose, SBD
Alfred Illustrato, Jr., Hillsborough County Aviation Authority-
Tampa Airport

Memorandum

MIAMI-DADE COUNTY

Date: November 19, 2008

To: George M. Burgess
County Manager

From: Roy Alonso, MDAD Chairperson
Negotiation Committee

Subject: Negotiation Committee Report for
Janitorial Services, RFP No. MDAD-09-06

Attached please find six (6) copies of the proposed Janitorial Services Agreement for the Miami-Dade Aviation Department ("MDAD") negotiated by the negotiation meeting and County staff with the following firm for Zone 2: N&K Enterprises, Inc. ("the Contractor").

DESCRIPTION OF SERVICES

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

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

As provided in N&K Enterprises, Inc.'s price schedule, the Contractor shall be paid $2,495,469 for the first year, which includes operating expenses. Subsequent contract amounts are based on yearly budget estimates subject to annual approval by MDAD. There is also a consumer price index built-in.

The term of the Agreement is three (3) years. The County reserves the right to extend the three (3) year term for up to five (5) additional one (1) year periods at the County's discretion.

The source of funding for the Agreement shall be a MDAD operating account. The term of the Agreement shall be from the effective date through the completion of the project including renewal options exercised.

SELECTION PROCESS

The Committee conducted the first selection committee meeting on August 28, 2008, at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Bldg. 5A, 4th Floor, Conference F, Miami, Florida and undertook a review of the proposals submitted by nine (9) of the thirteen (13) responding proposers as follows to the public notice:

1. American Building Maintenance Co. of Georgia, Zone 1
2. Best Janitorial & Supplies Inc., Zones 2 & 3
3. Chi-Ada Corporation, Zones 2 & 3
4. Integrity Janitorial Services Corp., Zones 2 & 3
5. ISS Facility Services Inc. dba BG Service Solutions, Zone 1
6. N & K Enterprises, Inc., Zone 2
7. Triangle Services of Florida, Inc., Zone 1
8. UGL Unicco, Zone 1
9. Vista Building Maintenance Services, Inc., Zone 3

Please be advised that Committee member Michael Witcher from American Airlines excused himself because of a conflict with his work assignment and did not attend any of the committee meetings.

A Small Business Enterprise ("SBE") set-aside was established by the Review Committee for Zone 2. In addition to the rulings for Zone 1, the Committee was also informed that there were still outstanding issues with four (4) of the remaining nine (9) proposers and therefore, the County Attorney's Office had not opined on whether the nine (9) remaining proposers were responsive. The following three (3) proposers had issues meeting the minimum qualification requirements: Integrity, Chi-Ada, and Triangle, and the fourth proposer, ISS, did not have the final determination from Finance on whether they were in compliance with the Finance requirements of the RFP. The Committee requested that County staff follow-up with all four (4) proposers prior to the public hearing meeting.

The Selection Committee met on September 19, 2008, to hear presentations for Zones 2 and 3.

Upon conclusion of the two days of presentations, the Committee met again on September 25, 2008, undertook an evaluation and ranking process, and assessed technical points based on the proposal submissions and oral presentations. Following the ranking of the technical points by zone, as provided in the Request for Proposals, the sealed price envelopes were opened and read aloud.

MDAD's staff then proceeded to apply the formula provided for the calculation of the price score as defined in the RFP by zone. Staff then proceeded to calculate the overall ranking. The overall ranking consisted of a combination of the technical points and price scores. The firms were subsequently ranked according to the overall ranking. Local Preference was not an issue, the proposers recommended for each zone were local and the final scoring did not result in a tie between local proposers.

In that each zone (Zones 1, 2, & 3) is to be awarded separately, the Committee recommended that the first ranked proposer for Zone 2 be forwarded to the County Manager for approval and authorization to negotiate as follows:

Zone 2 – 1. N & K Enterprises, Inc.
2. Best Janitorial & Supplies, Inc
3. ChiAda Corporation

Upon receipt of approval from the County Manager to negotiate, a pre-negotiation meeting was held on October 31, 2008. During the course of this meeting, the Negotiation Committee requested that the proposer provide its actual worker's compensation rate for Florida, proof from the State of Florida company's modification rate, and full disclosure of the current general liability insurance rates for their Florida operations. This information was received by the requested due date of November 3, 2008.

The approved Negotiation Committee met on November 6, 2008 and discussed the information received on November 3, 2008 in detail. At the end of their discussion, the following agreement language change was recommended:

> To place a cap of 1.00 on the worker's compensation modification rate for a period of three (3) years. After the expiration of the three (3) year period, the agreement would revert back to a pass-through, or would stand as negotiated for the renewal period.

During the course of the meeting, N&K Enterprises, Inc. also advised the Negotiation Committee that one of the line items on the price schedule was incorrect. Apparently, the line item on the price schedule was incorrectly recorded, but the Negotiation Committee was assured that this error did not affect the overall price and the firm provided a revised price schedule correcting the line item.

In that both the proposer and County (represented by County staff and Negotiation Committee) have agreed to and executed the attached Agreement, it is therefore recommended that the Board approve the attached Janitorial Services Agreement with N&K Enterprises, Inc.

A more detailed analysis of the evaluation and selection process is included in the attached evaluation/selection committee's report.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION / SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Roy Alonso, MDAD
Anne Syrcle Lee, MDAD
Alan Fish, University of Miami
James Vose, SBD
Alfred Illustrato, Jr., Hillsborough County Aviation Authority-Tampa Airport

NEGOTIATION COMMITTEE

Roy Alonso, MDAD
Anne Syrcle Lee, MDAD
Alfred Illustrato, Jr., Hillsborough County Aviation Authority-Tampa Airport

Clerk's Copy

MIAMI-DADE AVIATION DEPARTMENT

MIAMI-DADE COUNTY

Carlos Alvarez
Mayor

Board of County Commissioners

Bruno A. Barreiro
Chairman

Barbara J. Jordan
Vice-Chairman

Barbara J Jordan
DISTRICT 1
Dorrin D. Rolle
DISTRICT 2
Audrey Edmonson
DISTRICT 3
Sally A. Heyman
DISTRICT 4
Bruno A. Barreiro
DISTRICT 5

Rebeca Sosa
DISTRICT 6
Carlos A. Gimenez
DISTRICT 7
Katy Sorenson
DISTRICT 8
Dennis C. Moss
DISTRICT 9

Sen. Javier D. Souto
DISTRICT 10
Joe A. Martinez
DISTRICT 11
Jose "Pepe" Diaz
DISTRICT 12
Natacha Seijas
DISTRICT 13

George M. Burgess
County Manager
Robert Quevas
County Attorney
José Abreu, P.E.
Aviation Director

JANITORIAL SERVICES AGREEMENT
WITH
N & K ENTERPRISES, INC.

17

JANITORIAL SERVICES, ZONE 2

AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

N & K ENTERPRISES, INC.

CONTRACTOR

FOR

MIAMI-DADE AVIATION DEPARTMENT

AGREEMENT FOR JANITORIAL SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT

TABLE OF CONTENTS

DEFINITIONS 2

ARTICLE 1 – TERM 4

1.01 TERM 4
1.02 EXTENSION 4
1.03 REQUEST FOR PROPOSALS INCORPORATED; ORDER OF PRECEDENCE 4
1.04 SUPPORT SPACE AND STORAGE 5

ARTICLE 2 – SCOPE OF SERVICES 5

2.01 ZONE AREAS OF RESPONSIBILITY 5
2.02 WORK STANDARDS 6
2.03 MANNER OF PERFORMANCE 6
2.04 PERFORMANCE OF SERVICES 7
2.05 PERFORMANCE AND QUALITY EXPECTATIONS 8
2.06 EMERGENCY SERVICES 9
2.07 CONTRACTOR'S QUALITY CONTROL AND TRAINING PROGRAM 10

ARTICLE 3 - RECORDS, REPORTS AND INVOICES 10

3.01 ANNUAL AUDIT 10
3.02 OTHER REPORTS 11
3.03 RECORDS AND REPORTS 11

ARTICLE 4 – ADDITIONAL COSTS 11

4.01 UTILITIES 11
4.02 CELLULAR TELEPHONES 11
4.03 PARKING 12

ARTICLE 5 - COMPENSATION TO THE CONTRACTOR 12

5.01 COMPENSATION – INVOICE AND PAYMENT 12
5.02 CONTRACT ADJUSTMENTS 14
5.03 EXTRA WORK 15
5.04 CHANGES IN WORK 16
5.05 PROMPT PAYMENT 16
5.06 TIMELY PAYMENT TO CONTRACTOR 16

ARTICLE 6 – PERSONNEL 16

6.01 CONTRACTOR'S PERSONNEL 16
6.02 STAFFING 17
Zone 2: Job Positions, Requirements and Responsibilities *17*
6.03 PERSONNEL STANDARDS 22
6.04 UNIFORMS 22
6.05 EMPLOYMENT PROCEDURES MANUAL 23
6.06 RESTRICTED AREAS, IDENTIFICATION BADGES AND AIRFIELD OPERATIONS AREA 23
6.07 AOA – RIGHT TO SEARCH 24
6.08 KEYS 24
6.09 SAFETY AND JOB TRAINING PROGRAM 25
6.10 AOA DRIVER TRAINING 25
6.11 FEDERAL AGENCIES RIGHT TO CONSENT 26
6.12 EMPLOYMENT RELATED EXAMINATIONS 26
6.13 TIPS AND GRATUITIES 26
6.14 RELATIONSHIP OF PARTIES 26
6.15 WAGE RATES 27
6.16 LANGUAGE REQUIREMENTS 27

19

6.17 TIME CLOCK 27
6.18 OTHER AGREEMENTS 27
A. Subcontracting *27*
B. Additional Responsibilities *28*
6.19 ALCOHOL AND DRUG TESTING 28
6.20 EMPLOYEE FRINGE BENEFITS 29

ARTICLE 7 - SPECIAL PROVISIONS 29

7.01 REVISION OF OPERATING PROGRAMS 29
7.02 POLICY AND PROCEDURES MANUALS 30
7.03 COMMODITIES AND EQUIPMENT 30
7.04 INJURY OR DAMAGE 30
7.05 (RESERVED) 31
7.06 CAPITAL INVENTORIES 31
7.07 COMPLAINTS 31
7.08 PERMITS AND LICENSES 31
7.09 RIGHT TO AUDIT 31
7.10 INSPECTIONS 32
7.11 CONTRACT MEASURES 33
7.12 LIQUIDATED DAMAGES; DEDUCTIONS, DRAW DOWN ON PERFORMANCE BOND AND PENALTIES 33
7.13 LOST AND FOUND 35
7.14 COMMUNICATION BETWEEN THE COUNTY AND THE CONTRACTOR 35

ARTICLE 8 - JANITORIAL SERVICES 36

8.01 PROVISION OF SERVICES 36
8.02 REPAIR OF DAMAGE 36
8.03 CORRECTIVE ACTION 36
8.04 RECYCLING PROGRAM AND ENVIRONMENTAL COMPLIANCE 36
8.05 CLEANING CHEMICALS 37
8.06 WASTE REMOVAL 37

ARTICLE 9 - MATERIALS, SUPPLIES AND EQUIPMENT 37

9.01 CONTRACTS ASSIGNABLE 37
9.02 MATERIALS AND SUPPLIES 38
9.03 EQUIPMENT AND SUPPLIES 38

ARTICLE 10 – NOT USED 39

ARTICLE 11 - BONDS 39

ARTICLE 12 – INDEMNIFICATION 40

ARTICLE 13 - INSURANCE 40

13.01 INSURANCE REQUIRED 40
13.02 INSURANCE CLASSIFICATIONS 41
13.03 CERTIFICATES OF INSURANCE 41
13.04 CERTIFICATES OF RENEWAL 41
13.05 CERTIFICATES OF CONTINUITY 42
13.06 CANCELLATION OF INSURANCE 42
13.07 OTHER INSURANCE INDEMNIFICATION 42
13.08 CONTRACTOR LIABLE 42
13.09 RIGHT TO EXAMINE 43
13.10 PERSONAL PROPERTY 43
13.11 SURVIVAL OF PROVISIONS 43

ARTICLE 14 - ASSIGNMENT 43

NO ASSIGNMENT, SUBLETTING OR SALE OF CONTROLLING INTEREST 43

ARTICLE 15 - TRADEMARK AND LICENSES 43

ARTICLE 16 - LABOR ACTIVITY 43

ARTICLE 17 - TERMINATION BY THE COUNTY 44

17.01 AUTOMATIC TERMINATION 44
17.02 DEFAULT TERMINATION 44
17.03 OTHER TERMINATION 45
17.04 CONDITION OF AWARD REQUIREMENTS 45

ARTICLE 18 - TERMINATION BY THE CONTRACTOR 47

ARTICLE 19 - DAMAGE OR DESTRUCTION TO ZONE 47

ARTICLE 20 - NONDISCRIMINATION 47

20.01 EMPLOYMENT DISCRIMINATION 47
20.02 NONDISCRIMINATORY ACCESS TO SERVICE 48
20.03 BREACH OF NONDISCRIMINATION COVENANTS 48

ARTICLE 21 - RULES AND REGULATIONS 48

VIOLATIONS OF RULES AND REGULATIONS 48

ARTICLE 22 - CIVIL ACTIONS 49

22.01 GOVERNING LAW/VENUE 49
22.02 NOTICE OF COMMENCEMENT OF CIVIL ACTION 49
22.03 REGISTERED OFFICE AGENT: JURISDICTION 49

ARTICLE 23 - ACTIONS AT TERMINATION 50

23.01 SURRENDER OF FACILITIES 50
23.02 AMOUNTS DUE AND PAYABLE 50
23.03 REMOVAL OF PERSONAL PROPERTY 50

ARTICLE 24 - OTHER PROVISIONS 50

24.01 PAYMENT OF TAXES 50
24.02 NO POSSESSORY INTEREST 50
24.03 RIGHTS TO BE EXERCISED BY THE DEPARTMENT 51
24.04 ADMINISTRATIVE MODIFICATIONS 51
24.05 APPROVALS 51
24.06 RIGHTS OF COUNTY AT AIRPORT 51
24.07 FEDERAL SUBORDINATION 51
24.08 NOTICES 52
24.09 SEVERABILITY 52
24.10 AUTHORIZED USES ONLY 52
24.11 NO WAIVER 52
24.12 RIGHT TO REGULATE 53
24.13 ENTIRETY OF AGREEMENT 53
24.14 INSPECTIONS 53
24.15 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL 53
24.16 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW 54
24.17 HEADING 54
24.18 BINDING EFFECT 55
24.19 PERFORMANCE 55
24.20 LIVING WAGE 55
24.21 FORCE MAJEURE 55

SIGNATURES 56

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

EXHIBITS

Exhibit A:	Zone Map
Exhibit B:	Technical Specifications Part 2, (Part 1 is SSI and therefore not attached)
Exhibit C:	Living Wage Supplemental General Conditions & Affidavit
Exhibit D:	Contract Measures/Small Business Development Participation Provisions
Exhibit E:	Price Proposal Schedule for the first year
Exhibit F:	Affidavits/Certifications
Exhibit G:	Negotiated Equipment Sale list

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

THIS JANITORIAL SERVICES AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 2008, by and between MIAMI- DADE COUNTY, FLORIDA ("County") and N & K Enterprises, Inc., a corporation organized under the laws of the State of Florida ("Contractor").

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

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

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

WHEREAS, the Contractor has offered to provide Janitorial Services in Zone Two (2) that shall conform to the Scope of Services herein; Miami-Dade County's Request for Proposal No. MDAD 09-06 (the "RFP") and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

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

WITNESSETH:

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

AGREEMENT FOR JANITORIAL SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT

DEFINITIONS

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

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

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

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

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

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

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

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

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

i) The term "CPI-U" shall mean the Consumer Price Index for All Urban Consumers for the Miami-Fort Lauderdale Consolidated Metropolitan Statistical Area (CMSA).

j) The terms "Department" or "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Agreement, rights are reserved to the County, MDAD may exercise such rights.

k) The term "Department Assigned Hours" shall mean hours allowed to exceed the estimated man hours per week on the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E) and will be used as needed and approved by the Department to cover peak periods and/or additional operational needs.

l) The term "Extra Work" shall mean any work as defined in sub-section 5.03 of this Agreement.

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

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

o) The term "Project Cleaning" shall mean the periodic services that are intended to clean to a "like-new" condition. This service includes, but is not limited to, high

dusting, wall washing, deep extraction of carpets, steam cleaning, complete stripping and refinishing of hard floor surfaces, and other detailed services not included in daily Routine Cleaning. This work will be performed at no extra charge and will be paid as per the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E).

p) The term "Project Manager" shall mean the person, or his or her designee, assigned to oversee the project for MDAD. The Project Manager's responsibilities are to coordinate and communicate with the Contractor, and to oversee execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager, provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

q) The term "Proposal" shall mean the Contractor's written response to the solicitation document (Request For Proposal).

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

s) The terms "Request for Proposals" or "RFP" shall mean the solicitation document and all associated addenda and attachments.

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

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

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

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

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

y) The term "Work Order" shall mean an official written request to the MDAD Maintenance Division for required maintenance-related service.

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

AGREEMENT FOR JANITORIAL SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT

ARTICLE 1 – TERM

1.01 Term

The County hereby engages the Contractor and the Contractor hereby agrees to provide Janitorial Services at Miami-Dade Aviation Department, as described in Article 2 hereof, for a term of three (3) years, commencing on _____, at 0001 hours (also, "Commencement Date"), and terminating not later than _____, at 2359 hours, unless otherwise terminated or extended as provided for herein. Such services shall be provided for those designated facilities/areas collectively contained in Exhibit A hereto and identified as Zone Two (2).

1.02 Extension

Upon the termination of the initial term, and upon the terms and conditions contained herein, the County reserves the right, in its sole discretion, to extend this Agreement for five (5) consecutive separate terms of one year each, under the same terms and conditions contained herein. Such rights may be exercised by the Aviation Department ("Department"), on behalf of the County. In the event the Department elects to extend this agreement, the Contractor shall be notified at least one hundred eighty (180) days prior to the termination date of the then existing term of this Agreement. In the event the Department does not give notice, this Agreement shall terminate accordingly. Contractor shall have the right to reject any such extension, in writing to the County, within fifteen (15) days following receipt of notice from the County, and if so rejected, this Agreement shall terminate as provided in Sub-Article 1.01 hereof at the termination of any such extension, as appropriate. Failure of Contractor to respond to the County within the fifteen (15) day period shall automatically constitute acceptance of such extension.

1.03 Request for Proposals Incorporated; Order of Precedence

The Contractor acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposals (RFP), that was the basis for the award of this Agreement and upon which the County relied. The RFP and the Proposal are incorporated into this Agreement. In the event there are any conflicts between this Agreement and Technical Specifications, and the RFP or the Proposal, the terms of this Agreement and Technical Specifications shall govern, followed by the RFP and then the Proposal. Additionally, the Proposal, where not inconsistent with the terms of this Agreement, is hereby incorporated into this Agreement by reference.

Representations made by the Contractor, such as those describing its programs, abilities, qualifications, persons, and other proposed services in support of this Contract shall be enforceable under this Agreement.

1.04 Support Space and Storage

The Department shall provide Contractor with such space as the Department shall consider necessary to support management, administrative and operational functions hereunder ("Support Space"). The Support Space may be modified as deemed necessary by the Department. The Contractor shall not alter the Support Space in any way whatsoever, erect any signs or permit any advertising of any nature without prior written approval from the Department.

A. Contractor shall be fully responsible to ensure that its lunch/break rooms are kept neat and clean at all times.

B. Contractor shall maintain a one (1) month supply of expendable items such as paper towels, toilet tissue, etc. on site. If the space provided, either as depicted in Exhibit A, or as later modified by the Department, is not sufficient to maintain such quantity of supplies, the Contractor shall have its supplier of expendables maintain such inventory at their location at no cost to the County. This remote supply shall be deliverable within three (3) hours upon request.

C. Contractor shall store all equipment and supplies in the assigned storage areas and janitor closets. The Contractor shall bear all risk of loss, damage or theft of any supplies or equipment stored in such space. The Contractor agrees to keep these spaces in neat, clean condition and to comply with all applicable regulations, codes and airport regulations regarding storage.

ARTICLE 2 – SCOPE OF SERVICES

2.01 Zone Areas of Responsibility

The Contractor shall provide janitorial services in the following zones provided below.

Required services include cleaning of common-use areas such as lobbies, hallways, restrooms, stairwells, elevators, escalators, moving walkways, and windows, and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive lease to tenants. Cleaning of water and/or other fluids which have leaked through the roof and into the above areas is specifically included in the scope of work of this contract.

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

The Contractor shall provide janitorial work in the following Zone: Zone 2.

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

2.02 Work Standards

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

Required services include all janitorial work as described in this Agreement and the Technical Specifications in common-use areas such as lobbies, hallways, restrooms, stairwells, elevators, escalators, moving walkways, and windows, and unless specifically set forth in the Technical Specifications (Exhibit B), exclude areas under exclusive lease to tenants.

The Department requires that the Contractor perform all required work to the highest quality standards. The Contractor may be allowed to use subcontractors for certain specialized work, with prior approval from the Department. The County reserves the right to add, delete, or otherwise modify the work areas and type of work required, as deemed necessary in the best interests of the County.

2.03 Manner of Performance

The Contractor shall perform all of its obligations in accordance with the Technical Specifications, and in a professional and businesslike manner to ensure that janitorial work is performed in a timely and uninterrupted fashion. The Contractor shall use its best efforts to coordinate and adjust its activities to meet the needs and requirements of the Department and to perform its activities so as not to impede, disturb, endanger, unreasonably interfere with, or delay airport operations and activities of airport operators.

A. As a minimum, the Contractor is expected to provide all services described in the Agreement and Technical Specifications (Exhibit B) of the Agreement.

B. Services hereunder will be provided 24 hours per day, 7 days per week, including holidays, without exception.

C. The Contractor will at all times provide the staffing levels listed in the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E) unless otherwise directed by the Department.

2.04 Performance of Services

The following procedures will be adhered to by the Contractor in accomplishing the work described in this Agreement and the Technical Specifications (Exhibit B):

A. The General Manager, Operations Manager (as applicable), Shift Manager(s), and Supervisors shall be responsible for and ensure Contract compliance at all times. These positions shall fully support and comply with the Department's airport maintenance system at all times and shall promptly notify the Department of any needed repairs or damages to fixtures, building and appurtenances. Each Supervisor shall personally complete and document a facility and restroom inspection evaluation at the end of their shift or duty period. These reports shall be available for review by the Department at all times.

B. In order to fulfill the requirements of the Agreement, the Contractor shall provide the required janitorial personnel and complete all janitorial duties as outlined in the Technical Specifications (Exhibit B). Assigned personnel shall be completely trained, properly supervised, and shall be technically qualified to safely and efficiently provide the services included within the scope of this Contract. The Contractor shall make every effort to retain the same janitorial personnel on daily job assignments so they will be thoroughly familiar with the areas and procedures for accomplishment of the work.

C. The Contractor included with its Proposal a comprehensive training program covering all phases of the janitorial requirements and individual job responsibilities of this Contract. Each employee shall complete an initial training program and, at a minimum, complete annual refresher training on the duties, responsibilities, and technical aspects of their job. The Contractor shall keep accurate records of each employee's initial and on-going training.

D. The Department may adjust the quantities and cycles of work along with the number of man hours specified herein to ensure that the work is performed properly and on a regular basis with relatively equal time lapses between cycles. The Department's Project Manager will work with the Contractor to plan work schedules and cleaning in such a way that it achieves maximum coverage and is uniformly distributed throughout the year.

E. The Contractor shall respond immediately to all emergency notifications by the Department. All emergency responses shall be completed by the normally assigned staff at no additional cost to the County.

F. The Contractor shall provide fully qualified Maintenance Worker(s) to complete restroom inspections and maintenance repairs on the night shift.

Restrooms shall be fully clean and operational at the end of the Maintenance Worker's shift unless otherwise agreed to by the Department's Project Manager. The Contractor shall fully document daily, all maintenance and repair work accomplished and all parts used. The Contractor shall provide to the Department at the end of each maintenance shift, Work Orders for any deficiencies noted and beyond the scope of this position or any deficiencies noted, but unable to be completed during the shift. This position shall not be used by the Contractor to maintain or repair Contractor janitorial equipment, or any other work not authorized by the County, unless otherwise specifically authorized in writing by the Department.

2.05 Performance and Quality Expectations:

The County requires the Contractor provide:

A. A clean and safe physical environment that is free from loose, adhered or impregnated soil, gum or debris. Contractor shall maintain floors free from spots, spills, liquids, leaks, all substances, and stains. Areas are to be kept sanitary where required, such as in public restrooms and any perimeter of food serving areas. A program is now underway at MIA involving considerable construction and repairs which have caused roof leaks in parts of the building. The roof is currently under repair by separate contract. Notwithstanding the preceding, however, the Contractor specifically agrees that it is responsible for cleaning all liquids which have leaked through the roof and into the facilities described in this agreement, and that such cleaning shall not be considered as extra work.

B. Protection of physical property. Cost for repair of damages caused by the Contractor's or Subcontractor's personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear shall be reimbursable to the County or others by the Contractor. The Contractor shall be responsible for claims to repair or replace physical property as a result of its Subcontractors', procedures or employees' actions that result in damage to physical property. The Contractor shall employ procedures that protect and enhance physical surfaces to achieve their expected or specified look;

C. Continuity of operations through the timely response to emergency conditions. The Contractor shall be prepared for all emergency responses based on the conditions, 24 hours a day, 7 days a week, which involves the coordination and deployment of its staff and equipment in order to keep the facility operational and protect the safety of the public and airport personnel at all times and in each zone.

Unless otherwise directed by the County, the Contractor shall work the following shift hours:

DAY SHIFT	6:00 A.M. to 2:30 P.M.
AFTERNOON SHIFT	2:00 P.M. to 10:30 P.M.
NIGHT SHIFT	10:00 P.M. to 6:30 A.M.

Shifts are defined as eight and one half (8 1/2) hours. Employees are to be paid for eight (8) hours to include two (2) fifteen-minute breaks. The remaining one-half (1/2) hour is allocated for a mid-shift break (lunch) which is not paid to the employee or the Contractor.

A minimum of eighty percent (80%) of the Contractor's custodial personnel assigned to each shift must be full-time employees, unless otherwise authorized by the Department in advance.

All Custodian employees of the Contractor must be trained and available to work within their classification in any area and must be assigned based on operational necessity. The Contractor, if it chooses, may allow its custodial staff to select shifts but not positions or work locations. Flexibility in staffing assignments is essential to efficiency and the ever-changing operational needs of this contract.

D. Employees paid established wages and benefits, and fair working conditions. The County has the right to specify wages that shall be the minimum wages utilized under the Agreement. The selected Contractor(s) is free to pay wages above this scale at its own expense if it if determines that it is in its best interest to do so. The selected Contractor(s) is expected to treat employees fairly and to have grievance procedures and progressive advancement and disciplinary policies that promote a quality work place;

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

2.06 Emergency Services:

In the event of an emergency, or as the County may from time to time request, Contractor shall temporarily perform other janitorial work either not listed herein or else required in other Zones. Ordinarily, it is anticipated that such work will be temporary and can be performed at no additional cost to the County by reassigning existing personnel to handle such assignments. If such work, in the reasonable opinion of the County, requires the use of overtime or the hiring of additional personnel on a temporary basis, compensation to Contractor for such emergency services shall be paid at the Contractor's actual cost. Such work shall be approved in writing in advance by the County. See Section 1.2 of the RFP.

2.07 Contractor's Quality Control and Training Program:

A. The Contractor shall establish, provide and maintain an effective Quality Control and Training Program approved by the Department.

B. The Quality Control and Training Program shall be administered by the Contractor's General Manager.

C. The Contractor, subject to approval by County, may make revisions to the Quality Control and Training Program, following prior written notice specifying the details of the changes, which the Contractor deems necessary to maintain an effective level of quality control.

D. Quality Control and Training Program shall contain, at a minimum, the following items:

1. Inspection Program(s).
2. Communication procedure with the County.
3. Documentation of quality control activities.

E. At any time during the term of this Contract or any extensions of such term if, in the County's opinion, the Contractor's Quality Control and Training Program is not effective in that some or all of the services provided by the Contractor fail to conform to the Department's cleanliness standards, the Department, at its sole discretion and in addition to any other remedies that may be provided under this Contract, may require the Contractor to suspend any part or all of its operations hereunder until Contractor takes appropriate corrective action.

ARTICLE 3 - RECORDS, REPORTS AND INVOICES

3.01 Annual Audit

Annually, the Contractor, at its sole cost and expense, shall provide the Department with an audited financial statement and opinion, attested to by an independent certified public accounting firm licensed in the State of Florida, for the operations of the Contractor under this Agreement. Such statement shall reflect full disclosure for the period ending September 30th each year and include a letter resulting from a review of the operations, compliance with the contract, internal controls and other observations no later than December 1st of each year of this Agreement, unless the Department authorizes in writing a later date. If an unqualified opinion cannot be given by the external auditor, the Contractor shall be considered in default under this Agreement. Said financial statements shall be audited and the letter prepared by the Department's external auditors or any other firm of qualified independent Certified Public Accountants designated by the Department. If the audited report shows that the Contractor has received payments in excess of its contractual entitlement, the Contractor shall remit such

overpayments to the County within thirty days of the date the Contractor receives such audited report.

3.02 Other Reports

The Department may require the Contractor to provide other reports generated by the Contractor in the normal course of operations.

3.03 Records and Reports

A. The Contractor shall provide on-site and use fully automated, personal computer (PC) based janitorial maintenance, accounting, and other programs as necessary to keep records and data, and to produce documents, reports, and invoices pertaining to services performed under this contract. Automated payroll services may be subcontracted, however, pay stubs provided to employees must display paid days off status. All documentation shall be in such detail as to permit the Department to ascertain the Contractor's full compliance with all the requirements of this Contract and all applicable laws. The Contractor shall provide the Department copies of any such documentation upon request. All data and records shall become the property of the County at the conclusion of this Agreement.

B. Contractor shall provide computer generated reports, invoices, and documentation as requested by the Department. From time to time, additional documentation, reports or changes to their content may be required. The Contractor shall provide the requested information as soon as possible but, in all cases, within seven (7) days of the request unless otherwise agreed to in writing by the County.

ARTICLE 4 – ADDITIONAL COSTS

4.01 Utilities

The County shall provide the Contractor, at the County's sole cost and expense, with all utility service generally available and required by the Contractor to perform its obligations and functions under this Contract. Contractor shall use all means to be energy efficient in conducting its business. Costs for any noted abuses shall be charged back to the Contractor. Telephone service shall be at the Contractor's own expense.

4.02 Cellular Telephones

Contractor shall maintain at its sole expense cellular telephones with chargers. The General Manager, Operations Manager and Shift Managers are required to carry an operational cellular telephone at all times when on duty.

4.03 Parking

The Department will provide free parking at a place(s) designated by the Department for all on-site Contractor personnel directly engaged in this Contract. Premium parking spaces such as in the parking garages shall not be provided at the County's expense. Contractor, at its discretion, may choose to pay for its executives to park at the terminal garages.

ARTICLE 5 - COMPENSATION TO THE CONTRACTOR

5.01 Compensation – Invoice and Payment

A. For performance of this Contract in strict accordance with these specifications, the County expects to pay to the Contractor the following for the first year for Zone 2: $2,495,469.00 which includes operating expenses (See Exhibit E), subject to the terms herein relating to invoicing for work actually performed, and with the understanding that, contingent on actual costs of reimbursable items, the ultimate yearly total may be lower than specified. Subsequent contract amounts are based on yearly budget estimates subject to annual approval by MDAD. Such payment shall be specified on an invoice, for work acceptably completed during that period. Acceptability of the work shall be determined solely by the County. All payments shall be subject to later audit and verification, and, if payments exceed the amounts the Contractor is entitled to under the terms of this Contract, the Contractor shall, upon demand by the County, remit such amount to the County.

B. At the beginning of each week for services, the Contractor shall submit to the Department an invoice for the services performed during the previous week. The Department will verify the correctness of the invoice as submitted and subsequent to the verification shall issue a check to the Contractor in the verified amount. If there are deductions or penalties, the amount paid to the Contractor shall be adjusted to reflect these items. No verification or payment shall preclude the Department from recovering any money paid in excess of that due. Verification and payment by the County shall not serve as a limit or bar on the ability of the County to recover from the Contractor any overpayments.

C. The invoice shall include payroll and cost analysis detail. The payroll calculations shall be verified by time clock records. At a minimum, the Contractor shall use a biometric timekeeping system approved by the Department. Payroll records shall be available to the Department's Project Manager when requested. The Department shall also pay the Payroll Taxes and Insurance items as a percentage of the payroll. The costs for materials and supplies and the Overhead & Profit in the Price Proposal Schedule (Exhibit E) are based upon square footage as determined by the Department. The number of overall man-hours specified in the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E) and the number

of man-hours actually delivered by the Contractor are factors in the overall formula as follows:

Weekly Payment = TWS + WEC + PT&I + (AM/CM) x (WCM + OHP)

Where:

TWS = Total Actual Weekly Wages Paid per the Labor and Wages Portion of the Price Proposal Schedule

WEC = Weekly Equipment Costs [Determined by square footage]

PT&I = Payroll Taxes & Insurance. Payroll taxes and insurance shall be paid for at the rate actually incurred by the Contractor; in no event shall the Contractor be entitled to receive in excess of its actual costs for such items.

AM = Actual Man Hours Worked

CM = Man Hours Specified by Contract

WCM = Weekly Cleaning Materials and Supplies [Determined by square footage]

OHP = Contractor's Overhead & Profit [Determined by square footage]

Department Assigned Hours approved in advance by the County = Hours allowed to exceed the estimated man-hours per week on the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E).

NOTE: At no time can AM exceed CM without prior written County authorization. Hours allowed as "Department Assigned Hours" may be added as required with back-up documentation, as requested and approved in advance by the County, and where so requested and used, shall be attached to the weekly payroll. If AM are less than CM as shown on the Labor and Wages Portion of the Price Proposal Schedule (Exhibit E), not including "Department Assigned Hours," the Contractor may be penalized at the Department's sole discretion, by dividing the AM by the CM to create a percentage that is multiplied by the OH&P line reducing the payment. If the Contractor exceeds the total hours allowed, including "Department Assigned Hours," without pre-approval and justification, the Contractor receives no payment for those hours.

D. No payment for services rendered shall be payable by the County for any period in which the Contractor fails to complete all the scheduled Contract work. However, the County may agree to pay a reduced or prorated amount if the Contractor's failure to provide the services as specified was beyond the Contractor's reasonable control or was otherwise approved by and/or is in the best interests of the County. In addition to any other rights

granted to the County hereunder, the County shall have the right at any time during the term of the Contract, to withhold from any monies otherwise due and payable to the Contractor, such sums as the County deems necessary or desirable to protect itself against failure or delay in performance by the Contractor of its obligation hereunder, which right may be exercised by the County with or without revoking or terminating the Contract.

E. All work shall be accomplished during the hours scheduled. The Department has the right to order work to be performed at any hour of the day based on operational need in accordance with the Agreement.

F. The Contractor shall be required to modify or change any equipment as recommended or required by insurance companies, or governmental authorities.

G. The County may, during regular business hours, inspect and make copies of that portion of the Contractor's books and records that pertain to the costs incurred in providing the services under the Contract.

H. No invoiced amount shall be payable by the County for any (or all) facilities covered hereunder that are taken out of service by the County for a period of thirty (30) days.

I. Submit the weekly invoice on Monday of each week for the preceding week, unless otherwise authorized by the County. The workweek for this Contract runs from Sunday through Saturday. These invoices, along with corroborating records, will be submitted to the County's Project Manager for review.

J. In calculating the reimbursable amount due the contractor for workers compensation, the contractor shall calculate its workers compensation as if its modification rate were 1.0, unless the actual modification rate is lower, in which case the actual rate shall be used. In no event shall the contractor use a modification rate greater than 1.0 in calculating the reimbursable amount due hereunder. This section shall not apply to work performed beyond the original contract term, unless the County provides specifies, within five days after notice to the Contractor of the County's intent to exercise any option or renewal periods herein, that the County intends to impose this term on any renewal period.

5.02 Contract Adjustments

A. The labor and wages, materials and supplies, and equipment costs of the Price Proposal Schedule (Exhibit E) may be adjusted annually, up to the Consumer Price Index (CPI) (Index CPI-U for the Miami-Fort Lauderdale

Consolidated Metropolitan Statistical Area). The amount of the adjustment, if any, shall be determined by the Department.

B. If Contractor receives official notification of a change in any portion of the payroll, taxes and insurance (PT&I) line item, Contractor shall provide evidence satisfactory to the Department showing the changes. The Department shall examine the proposed changes and, if they are determined to be fair and reasonable, shall pay such actual payroll taxes and insurance effective the following month.

If the federal minimum wage or County Living Wage increases above the Contract specified minimum wages, the Contract minimum wages shall be increased to match the wage increase.

5.03 Extra Work

A. Any work that adds square footage beyond the initial amount as shown on the Price Proposal Schedule (Exhibit E), or is outside the Scope of Services shall be defined as "Extra Work." If Extra Work results in additional square footage, the current square footage shown in the Price Proposal Schedule (Exhibit E) will be adjusted accordingly. If necessary, as determined solely by the County, the Labor and Wages hours will be increased.

B. The County shall have the right to make changes to the work specified herein and the character or quantity as may be considered necessary or desirable to complete the service in an acceptable manner.

C. Emergency Services shall not be considered Extra Work.

D. The County shall have the right to create new job classifications, new positions and job descriptions, cleaning specifications, and rates of compensation.

E. The County shall have the right to increase or decrease the number of weekly man hours required in Price Proposal Schedule Labor and Wages Portion by written notice to the Contractor. In the event such a change is made, the increase or decrease in man hours required each week will be paid as determined by adjusting the payment formula set forth in the Agreement.

F. The County shall have the right to require the Contractor's personnel to perform other cleaning duties on the premises as the County deems necessary or desirable and the Contractor shall promptly comply with those requirements.

G. The County may authorize minor changes or alterations in the work not involving additional cost and not inconsistent with the overall intent of the Contract.

5.04 Changes in Work

Without invalidating the contract, the County may order any changes to the work, in writing, signed by the County's representative. If the changes result in deletions of square footage, the County will reduce the compensation to the Contractor by reducing the current man hours and square footage. The County computation of square footage and required man hours will be final.

5.05 Prompt Payment

The Contractor shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the "Florida Prompt Payment Act" part VII, Chapter 218, Florida Statutes. The Contractor shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, the Contractor has been unduly delayed in making payment of such obligation by action or inaction of the County.

5.06 Timely Payment to Contractor

All payments required to be made to the Contractor by the County hereunder shall be due and payable in accordance with the guidelines of the "Florida Prompt Payment Act" part VIII, Chapter 218, Florida Statutes and of billing from the Contractor as provided herein; however, that the County may withhold payment of those portions of any billings which, in good faith, are in question or dispute. The Department shall advise the Contractor in writing of any such questioned or disputed portions of a billing within the guidelines of the "Florida Prompt Payment Act" payment period and shall remit the undisputed balance provided for herein.

ARTICLE 6 – PERSONNEL

6.01 Contractor's Personnel:

A. The Contractor will abide by all County, State and Federal regulations on the wages and hours of its employees to include, but not be limited to the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

B. The County requires that all Contractor personnel be security badged as outlined in Sub-Article 6.06. Prospective personnel shall be subject to a ten-year background check and, subject to satisfactory results, shall be badged by the Department.

C. A valid Florida driver's license is required of all personnel operating motor vehicles on roadways in or around the airport. Each of the Contractor's vehicles used in the performance of the Contract shall have the Contractor's business name and/or logo prominently displayed on its doors.

D. Contractor shall maintain a list, available to the Department, showing the names, addresses and telephone number of all employees and the positions of said employees who perform the work.

E. The General Manager, Operations Manager, as applicable, the Shift Managers, Shift Supervisors and the Maintenance Worker shall be able to communicate via radio equipment.

6.02 Staffing

The Contractor shall recruit, screen and employ such full time, part time personnel as are required for the Contractor to competently fulfill its obligations under the terms of this Agreement. The Contractor shall not employ any employees that are relatives of the Contractor, Related Parties and/or relatives of employees, without the specific prior written approval of the Department's Project Manager. All of Contractor's employees must sign a Contractor form attesting they are not related to, or have business connections with the Contractor, Related Parties and/or relatives of employees of the Contractor.

Employees of the Contractor, employed under this Agreement, shall not be assigned or perform any other duties for the Contractor except as directly related to providing the services hereunder. Further, any employees of the Contractor employed in connection with other agreements or business activities of the Contractor shall be physically separated from the employees of the Contractor performing under this Agreement.

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

The Contractor has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified herein.

Zone 2: Job Positions, Requirements and Responsibilities

1. General Manager

The General Manager for this Agreement:

A. Shall be a full-time employee of the Contractor based in the terminal complex, devoting his or her time exclusively to managing Contractor's operations at the Airport, and have overall

responsibility for the work to be performed by the Contractor under this Agreement. The General Manager shall be available during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.) and shall be on call at all times for emergencies by carrying a cellular phone. Vacations and extended absences to be taken by the General Manager shall, at all times, be subject to the prior approval of both the Contractor and the Department.

B. The General Manager must have at least a high school diploma or its equivalent and three (3) years of experience in managing custodial services and operations under a janitorial contract comparable in size and scope to the work to be performed under this Agreement. Such person must have knowledge and experience with cleaning methods and a proven track record of coordinating multiple tasks. Such persons must also be capable of interpreting the requirements and cleanliness standards set forth in this Agreement, and possess the financial, monitoring, communication, and reasoning skills needed to effectively manage the work to be performed under this Agreement.

C. Be assigned exclusively as the full time site manager and supervisor of this Contract only and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

D. Be very knowledgeable of janitorial procedures and practices especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Be able to read, write, and speak English fluently and speak Spanish well.

F. Shall be completely responsible and accountable for the day-to-day performance of this Contract. Responsibilities include but are not limited to supervision, training, scheduling, and inspection of all janitorial work associated with this Contract.

G. Shall act as liaison with the County on all Contract matters. Be authorized by Contractor to represent and act on behalf of the Contractor in matters pertaining to its operations and activities and otherwise carry out the provisions of this Agreement. All instructions and notices given by the County to such General Manager shall be as binding as if given to the Contractor, and all statements made by such General Manager or acting General Manager shall be as binding as if made by the Contractor.

H. Shall routinely, and when reasonably requested by the County, inspect the areas covered hereunder to ensure that the Contractor's performance generally satisfies the requirements of the Agreement.

The Contractor shall advise the County in writing of the name and qualifications of its intended General Manager at least thirty (30) days before hiring any substitute or replacement General Manager. The County shall have the right, in its sole discretion, to approve or reject any General Manager selected by the Contractor. During the term of the Agreement, the Contractor shall promptly transfer from the Airport any General Manager if the County advises in writing that such manager is objectionable to the County.

2. Administrative Assistant

The Administrative Assistant will report directly to the General Manager. The person in this position will be adept in the use of a computer, word processing and spreadsheet applications. This person will be responsible for employee identification cards, generating reports, monitoring attendance and other personnel matters.

3. Shift Managers

The Shift Manager(s) shall be responsible for the overall daily management and supervision of all maintenance, training, scheduling, and inspection of work specified in this Contract on their assigned shift. This position must be filled at all times seven (7) days per week.

The Shift Manager position shall:

A. Be a full time, forty (40) hours per week, employee acceptable to the County and based at Miami International Airport.

B. Be assigned as the full time Shift Manager of only this Contract and shall not be responsible for cleaning, maintaining, supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Miami International Airport property or outside the area(s) included in this Contract.

C. At a minimum, have had two (2) years direct management and supervisory experience over a comparable custodial shift staff performing complete contract janitorial services at a facility or complex comparable in size and complexity to those specified in this Contract, unless otherwise approved in writing by the Department.

D. Be extremely knowledgeable of janitorial procedures and practices, especially in the correct, effective, and safe use of all the required janitorial equipment, cleaning techniques, chemicals, and supplies required to service this Contract.

E. Be able to read, write, and speak English fluently and speak Spanish well.

F. Responsibilities include, but are not limited to, supervision of all shift personnel, training, scheduling, and inspection of all janitorial work accomplished or scheduled on the shift.

G. Keep accurate records of personnel attendance and to provide a true and accurate copy to the General Manager on a daily basis.

H. In the General Manager's absence from the job site, fulfill the duties of the General Manager, act as liaison with the Department in all matters regarding billing, personnel, and cleaning procedures, and carry a cellular phone at all times while on duty.

4. Shift Supervisors

Shift Supervisor(s) shall have worked as a Custodian for a minimum of one (1) year or have the equivalent experience. Shift Supervisor shall be experienced in all phases of janitorial services including assigning jobs and supervising groups of custodial personnel for maximum productivity.

Duties and Responsibilities:

A. On-the-job training of custodial personnel.

B. Inspection and coordination of shift cleaning efforts in their assigned facility.

C. Distribution of chemicals and cleaning supplies to Custodians, to ensure proper chemicals are used for specific tasks.

D. To ensure that all containers are properly labeled in accordance with OSHA Standards.

E. To ensure that all work is performed in a safe manner.

F. Respond to janitorial calls as needed.

5. Custodian II

This position shall be filled with only fully qualified, knowledgeable, experienced janitorial personnel. Newly hired personnel or those promoted to this position shall have worked as a Custodian for a minimum of one year or have the equivalent experience. The person in this position will be required to do all entry level Custodial work, be properly trained to operate Scissor type lifts and ride on machinery and window washing. The Custodian II shall be trained in all phases of Project Cleaning. The person in this position shall be full-time 40 hours per week; however, there is no restriction as to which days of the week are specified for work. The work

shall be done primarily on the Night Shift but may be done on the Day or Afternoon shifts as well at the sole discretion of the Project Manager.

All Custodian employees of the Contractor must be trained and available to work within their classification in any area and must be assigned based on operational necessity. The Contractor, if it chooses, may allow its custodial staff to select shifts but not positions or work locations. Flexibility in staffing assignments is essential to efficiency and the ever-changing operational needs of this contract.

6. Custodian

This position is an entry level position. Personnel in this position are responsible for general vacuuming of the floors and furnishings and restroom cleaning as detailed in the Technical Specifications.

All Custodian employees of the Contractor must be trained and available to work within their classification in any area and must be assigned based on operational necessity. The Contractor, if it chooses, may allow its custodial staff to select shifts but not positions or work locations. Flexibility in staffing assignments is essential to efficiency and the ever-changing operational needs of this contract.

7. Maintenance Worker

This position shall be filled with only fully qualified, knowledgeable, experienced general maintenance personnel. Newly hired personnel or those promoted to this position shall have worked as a multi-trades maintenance worker for a minimum of 3 years or have the equivalent documented experience. The person in this position is responsible for all nightly restroom maintenance, inspections of each restroom and general routine repair of any deficiencies noted. The work shall be done primarily on the Night Shift but may be done on the Day or Afternoon shifts at the sole discretion of the Department's Project Manager. In general, maintenance, replacement, and repairs shall include but not be limited to, changing light bulbs, removal of graffiti, repairs and adjustments to doors, locks, coat hangers, paper holders, partitions, sinks, toilet seats, soap dispensers, opening clogged drains, repairing traps and wash bowls, and other items as noted. This worker will be required to issue Work Orders to the Department's Maintenance Division for any discrepancy noted and not included in the scope of his position.

8. Warehouse Clerk

Must have one year of experience in receiving, tracking and maintaining inventory of equipment and supplies. Must have the ability to process inventory paperwork, maintain a purchase order system as shipments are received, cancelled, or back-ordered to ensure inventory accuracy. Ability to take control of shipping and receiving stock and inventory. Establish and maintain an organized flow of warehoused goods.

6.03 Personnel Standards

The Contractor shall properly control its employees, who shall present a clean, neat and professional appearance at all times and discharge their duties in a cooperative, safe, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for continued employment of all employees of the Contractor hereunder. The Contractor shall require all personnel, except non-public contact and managerial employees to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name as an employee of the Contractor and, if appropriate, displaying an employee number or title. The name tag must be approved by the County and be visible at all times. The Contractor shall also require all its personnel except non-public contact and managerial employees to be properly uniformed.

6.04 Uniforms

A. The Contractor shall provide uniforms for all employees at no expense to the employee except as indicated herein.

B. All uniforms shall be submitted to the Department for approval, before commencement of work under this Contract and are subject to the continuing approval by the County throughout the term of this Contract and any extensions thereof. The Contractor is specifically prohibited from utilizing any uniform style that resembles the approved uniform(s) for any other Contractor at Miami International Airport.

C. Uniforms that are permanently stained, torn, disheveled or unsightly, must be replaced by the Contractor at no expense to the employee. Employees, however, will not be exempted from replacement or repair resulting from employees' acts of negligence, vandalism, or disrespect and abuse of the uniform.

D. The uniform shall have identification insignia and a name badge of a type and style that must be approved by the Department. The Contractor's employees must wear only the approved uniform while working at the Airport. The employee will be responsible for supplying their shoes and socks. The shoes and socks shall be neat, clean, and in good repair. Shoes and socks and must match in color and be approved by the Department. The General Manager and Operations Manager shall wear generally accepted business attire.

E. Failure of the employee to wear the approved uniform in a proper manner during work hours, will be cause for the Department to require removal of that employee from the airport.

F. Employees assigned to work at the curbside, along the street, and on the AOA shall be issued by the Contractor a reflective vest to wear. This vest shall be worn on the outside of any other clothing worn by the employee at all times while working these areas. Such vests shall be at no additional cost to the Department.

G. Employees assigned to work outdoors shall be issued a winter jacket of a color to be approved by the Department and conforming to the identification requirements of the uniform shirts. Such jacket shall be at no additional cost to the Department.

6.05 Employment Procedures Manual

The Contractor shall, within thirty (30) days following the date of this Agreement, submit to the Department a copy of its Employment Procedures Manual covering policy subjects such as but not necessarily limited to compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Contractor shall take such employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require.

6.06 Restricted Areas, Identification Badges and Airfield Operations Area

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

The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the airport as part of their regularly assigned duties, and shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Contractor or airport assignment and upon termination of this Agreement. The Department shall have the right to require the Contractor to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for such badges.

Identification badges must be worn and be clearly visible at all times.

Contractor shall:

A. Be responsible for any other persons in their employ including subcontractors and their employees, and material suppliers.

B. Be responsible for any fine levied against the Department caused by the Contractor's employees' conduct.

C. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges.

6.07 AOA – Right to Search

It is understood that the Department has a strong interest in maintaining airport security and intends to implement increased security measures for companies having access to the Airfield Operations Area ("AOA") of the Airport. The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties to enter the AOA unless and until such employee has executed a written Consent to Search Form acceptable to the Department. The Contractor pursuant to this Agreement shall not employ persons not executing such Consent to Search Form.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by the Contractor.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidences of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

6.08 Keys

A. Prior to the beginning of the Contract, the Department will issue to the Contractor keys needed to accomplish the work exclusive of keys for access to federally restricted areas.

B. Contractor shall be responsible for security of such keys at all times and shall:
   1. Not permit keys to be taken off airport property
   2. Keep keys not in use in a locked box
   3. Restrict access to keys to essential personnel only
   4. Maintain a key inventory and perform audits of the issuance of keys as directed by County or Federal Agencies.

C. The Department shall have the right to determine which of the Contractor's employees will service MDAD-controlled sensitive areas within the Airport complex.

D. Contractor shall promptly report any lost or missing keys to the Department and shall be responsible for all costs to install new locks or to replace keys.

6.09 Safety and Job Training Program

A. The Contractor shall develop such training programs as are necessary, to foster improved communications skills among employees and supervisors, and with the general public.

B. Contractor shall provide each employee engaged in the performance of work under this contract with the training needed to safely and competently perform the Contract work.

C. Contractor shall maintain, as part of the employee's personnel records, a log of trainings attended. The log shall show, at a minimum, employee's name, date of employment, and the type and date of each training class attended. A transcript of training records shall be made available to the County upon request.

D. All training of the Contractor's staff shall be provided at the Contractor's sole expense.

E. At a minimum, employees shall receive training in those of the following areas pertinent to their assigned position:

1. General orientation areas of responsibility
2. Chemical usage and availability of Material Safety Data Sheets (MSDS) and how to use them
3. Tools and equipment, operation and safety
4. Safety issues, compliance with OSHA Act of 1970
5. Blood-borne pathogen safety program
6. Sexual harassment
7. County recycling program
8. Customer Service Training: The Contractor shall, on an ongoing basis, provide effective customer service training for all personnel having public contact using corporate developed programs.

6.10 AOA Driver Training

Before the Contractor shall permit any employee to operate a motor vehicle on the AOA, the Contractor shall require such employee to have a current valid, appropriate Florida Drivers License and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The

privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida Driver's License.

6.11 Federal Agencies Right to Consent

The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding that may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Contractor in areas under the jurisdiction or control of such Federal Inspection Agencies.

The Miami-Dade Aviation Department (MDAD) has security rules and policies in place that each company and their personnel must be in compliance with when performing duties at Miami International Airport (MIA). These policies include provisions of the Miami-Dade County Code for Aviation Department Rules and Regulations Chapter 25, MDAD Security Directives and Notices, and Transportation Security Administration (TSA) requirements under Title 49, CFR, Parts 1540, 1542, and 1544.

6.12 Employment Related Examinations

The Department shall have the right to require the Contractor to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist the Contractor in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees.

6.13 Tips and Gratuities

Contractor, Contractor personnel, and any Subcontractor to this contract shall not solicit or accept, for any reason whatsoever, any gratuity from passengers, tenants, customers, or any other persons using the premises. Further, all items of value found by Contractor personnel or any Subcontractor during the performance of duties under this contract shall be immediately turned in to the Department's Lost and Found office. The General Manager and Operations Manager (as applicable) shall be responsible for ensuring these policies are thoroughly understood by each employee and strictly enforced at all times.

6.14 Relationship of Parties

Officers, agents, and employees of the Contractor shall not be deemed to be employees of the County for any purpose whatsoever nor shall officers, agents and employees of the Contractor be deemed to be third party beneficiaries of this Agreement.

6.15 Wage Rates

All the Contractor's personnel working under the contract, whether full time (40 hours per week) or part time (less than 40 hours per week), shall be paid at least the County's established minimum Living Wage for their assigned position and/or shift. Living Wage is $10.69 with health benefits. The Contractor shall pay its personnel weekly for hours worked. Wage rates may be adjusted annually at the Department's discretion up to the CPI-U for the Miami-Fort Lauderdale Consolidated Metropolitan Statistical Area (CMSA).

6.16 Language Requirements

A. English and Spanish must be spoken fluently by at least one employee at all times at Contractor's administrative offices.

B. The Contractor's supervisors must be able to take instructions from Contractor's management or, in the event of an emergency, from the Department, and must be able to communicate fluently in English. The Contractor's supervisors and management personnel shall be sufficiently bi-lingual as to be able to properly control, supervise and communicate with its employees.

6.17 Time Clock

The Contractor shall provide a recording-type biometric time keeping system for use by all hourly employees. The installed location of the time clock shall be subject to approval by the Department. The Contractor shall require employees to clock in or out within a ten (10) minute span at shift change time; not earlier than five (5) minutes before or five (5) minutes after the specified time, unless some other procedure or time recording device is authorized in the approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirements for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate. The Department further reserves the right to monitor the sign in and sign out by employees.

6.18 Other Agreements

After the award of this Agreement, neither the Contractor nor any of its employees may enter into agreements with any airport tenant for the performance of any janitorial work.

A. Subcontracting:

1. The Contractor's right to subcontract shall be governed by the provisions of the Contract as described herein.
2. Nothing contained in this Agreement shall be construed as creating any contractual relationship between any subcontractor and the County.

3. The Contractor shall be fully responsible to the County for the acts and omissions of a subcontractor and of its personnel as the Contractor is responsible for acts and omissions of persons directly employed by it.

4. From time to time the Department may request the Contractor to subcontract work, such as high window cleaning. The Contractor shall follow County's procurement processes in securing bids for such work and shall submit the bids to the Department for approval before authorizing such work to commence. After satisfactory completion of the work, as deemed by the Department, the Contractor will be paid for the cost of such work.

B. Additional Responsibilities

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

Any and all contracts or agreements to be entered into by the Contractor solely to support operations hereunder or relative to the provision of outside contract services shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

6.19 Alcohol and Drug Testing

The Contractor acknowledges that the County, as a public agency, has the obligation to establish a drug free workplace and to establish policies and programs to ensure Airport safety and security. The Contractor acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittee, Licensee, Management Companies, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Contractor shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law/and or contract, the Contractor shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to other provisions of this Agreement, to operate any type or kind of vehicle on the AOA. The Contractor shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s), which may serve as a bar to the Contractor's implementation of its obligation hereunder. Notwithstanding the above, the Contractor specifically acknowledges that the County, acting through the Department, has the right and obligation to deny

access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

The Contractor shall maintain a drug-free workplace within the meaning of the Drug-Free Workplace Act. Contractor's employees shall be subject to drug testing by the Contractor upon reasonable suspicion of drug use.

6.20 Employee Fringe Benefits

Unless otherwise specified, the employee fringe benefits as specified herein and in the Technical Specifications apply to all full-time Contractor employees performing work under this Agreement. A full time employee is defined as one who works forty (40) hours per week.

The Contractor must provide those fringe benefits to its employees, as identified in the Technical Specifications and in accordance with the County's Living Wage Ordinance #99-44 and Section 2-8.9 of the Miami-Dade Code. The Contractor shall be paid for authorized Paid Days Off (PDO) at the employees' base rate of pay, that is with no differential pay, and shall include the PT&I. The Contractor shall provide a replacement for the absent Custodians and the County shall pay for the replacement Custodians including the PT&I.

A. Health Insurance Provisions:

The Contractor will provide basic medical insurance for all full-time employees with 90 continuous working days of employment. The Contractor shall follow County's procurement processes in securing quotes for the expenditure of health coverage for its employees and shall submit the quotes to the Department for approval before such purchase. Contractor shall be paid for actual costs upon providing the Department with a list of eligible employees, each individual's plan, single or family monthly cost, copy of invoice from healthcare provider listing covered employees and type of coverage, and a copy of the cancelled check showing the provider was paid by the Contractor for the coverage.

ARTICLE 7 - SPECIAL PROVISIONS

7.01 Revision of Operating Programs

The Department is planning to implement a number of programs and improvements relating to services provided under agreements, including joint purchasing arrangements and back office computer systems integrated with other computer systems of the Department, and other programs impacting operations.

7.02 Policy and Procedures Manuals

Unless such already exist, in which case the Contractor shall comply with their requirements until the Department issues its approval as provided herein, the Contractor shall develop and submit to the Department for its review and approval such policy and procedures manuals, which, when approved, shall become the property of the County, as are necessary and appropriate to govern the operations hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

(A) All policies and procedures manuals related to operations requirements, back office support, integration with the Contractor's corporate systems and procedures, chemical and material specifications and requirements, maintenance and cleaning standards, safety programs, airport security and restricted access control, quality assurance, drug-free workplace policy, equal employment opportunity and diversified workplace program, and other programs or policies required to faithfully execute this Agreement;

(B) Employee Training Manuals;

(C) Courtesy policies governing the treatment of public and the handling of complaints; and

(D) Receiving and Inventory procedures.

(E) Safety Programs

7.03 Commodities and Equipment

The Contractor shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment required to perform the services as outlined in the Agreement. The Department reserves the right to specify the types, quality and/or chemical compositions of expendable commodities and supplies, furnishing, fixtures and equipment.

7.04 Injury or Damage

A. Contractor shall promptly notify the Department of any incidents or accidents arising out of the performance of this Contract involving property damage or injury. Notice must include an assessment of any damage or injury which may result from such action.

B. Contractor shall, within 24 hours, complete any report forms required by the Department describing the incident or accident.

C. Contractor shall be responsible for all claims arising out of any such incident or accident as provided for in Article 12 of this Agreement.

D. Contractor's personnel shall immediately report all accidents or incidents to the Department's Operations Control Room. Unusual or catastrophic events involving personnel or equipment shall, within twenty-four (24) hours, be followed by a written report to the Department detailing the circumstances surrounding the event and the actions taken or to be taken by the Contractor.

7.05 (RESERVED)

7.06 Capital Inventories

The Contractor shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. The Contractor, throughout the term of this Agreement, shall maintain a current and up-to-date inventory of chemicals, supplies, furnishings, fixtures and equipment (including all negotiated equipment, see Exhibit G) and promptly advise the Department, in writing, of all variances, as per Sub-Article 9.03.

7.07 Complaints

The Contractor shall respond promptly and courteously to all complaints received and shall promptly, no later than 10 days following receipt of a complaint, provide the Department with copies of all written complaints and the Contractor's response thereto.

7.08 Permits and Licenses

The Contractor shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder. The Contractor shall use its own sales tax identification number for the payment to the State of net sales taxes collected hereunder.

7.09 Right to Audit

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of the Contractor hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, contracts, work papers and supporting documents relating to, Contractor's activities, performance, and other pertinent information as may be determined to be needed or desired by the Department.

Contractor shall keep all books and records customarily used in this type of operation in a manner sufficient to substantiate information it has provided the Department. All records and documents requested by the Department shall be provided to Department within fourteen (14) days of written request.

All maintenance documents and logs produced or supplied by the Contractor for use by the Department, including a copy of all work papers of the Contractor, shall become the property of the Department to be used as the Department desires, without restrictions. The Contractor shall retain one copy of all documentation on site for a minimum of one year.

The County may at any time perform audits of all or selected operations performed by Contractor under this Contract. Upon request, the Contractor shall deliver all original documents and records pertaining to the janitorial services provided at the airport to the Department as it may specify from time to time in a record retention policy statement. If the book of accounts and records are kept at a location other than the airport, the County shall have the option at Contractor's expense to have said books and records brought to a location convenient to the County's auditors to conduct the audit as set forth in this section or to transport the County audit team to Contractor's headquarters for the purpose of undertaking said audit without limitations as to time or frequency. Book of accounts and records shall include all relative electronic files. Contractor shall have thirty (30) days to deliver said book of accounts and records to the audit team. In the event Contractor fails to deliver said book of accounts and records within the time period prescribed, the County may assess a $100.00 per day penalty charge in accordance with "Compliance with Performance Standards" of the Technical Specifications. An audit report will be issued by the County or its representatives and forwarded to Contractor by certified mail or hand delivery. Contractor shall have thirty (30) calendar days from receipt of the Audit Report to comment in writing on the Audit Report. Failure of the Contractor to submit such written comments shall constitute acceptance of the Audit Report issued.

The Department may request all records relating to operations under this Agreement, without limitations as to time or frequency. All such original documents and records are the property of the County, held under the care and custody of the Contractor.

7.10 Inspections

A. The Department, either directly or through a third party, shall have the right to examine the work, materials and equipment used by the Contractor and to observe the operations of the Contractor, its agents, servants, and employees.

B. In the event the Department requests or conducts inspections or tests directly or through a third party, the Contractor shall immediately correct any life safety issues and correct or respond in writing to all comments or recommendations within thirty (30) days of receipt of the written inspection or test report. In the event that the Contractor does not agree with the findings of the Department or independent third party, the Contractor shall provide specific evidence to substantiate its disagreement.

7.11 Contract Measures

This agreement includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows: **SBE Set Aside Zone 2.** (See Exhibit D)

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this Agreement. Also, refer to Exhibit D for the Miami-Dade County Small Business Enterprise Participation Provisions, for definitions, explanations and instructions.

7.12 Liquidated Damages; Deductions, Draw Down on Performance Bond and Penalties

(A) If the Contractor fails to perform its obligations hereunder in a timely manner, and actual damages resulting therefrom are incapable of determination, then, Contractor shall pay County the amount equal to 1/2 of 1% per day, of the annual total combined labor cost and the Monthly Fee per day as liquidated damages and not as a penalty.

(B) If the Contractor fails to perform its obligations hereunder in a timely manner, and actual damages resulting therefrom are capable of determination, then Contractor shall be liable to County for such damages.

(C) For default by Contractor, of either A or B above, County may offset against the next check owed to Contractor the amount of such liquidated damages or the amount of the actual damages, or may at County's option, draw down upon the Performance Bond submitted by Contractor under Article 11 in an amount equal to the actual damages determinable by County or in an amount equal to the liquidated damages specified above.

(D) All work performed and all materials furnished shall be inconformity with the contract requirements. In the event the County determines that the services performed or materials furnished by the contractor are defective, not in conformity with the contract requirements, or have resulted in an inferior or unsatisfactory level of service, the County shall order the contractor, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the contractor to comply, the County shall have the authority to correct the condition by other means, including the use of County employees or by separate contract. The costs of the action taken by the County to remedy the nonconforming situation/condition as determined by the County shall be deducted from any monies due or to become due the contractor under this contract.

(E) Notwithstanding the above notice provisions, if the County determines that a condition exists which may adversely affect the health or safety of a person or property, the County shall order the contractor to correct the condition immediately. Upon the refusal of the contractor to comply with

the order or a determination by the County that the contractor is unable to correct the condition, the County shall have the authority to correct the condition by other means without further notice. Should the contractor fail to adhere to the specifications and requirements, the County may, at its option, withhold any payments due for such work until such time as the nonconforming items are corrected. If the County has cause to correct a condition that, in the County's opinion, should have been done by the contractor, the County may elect to assess financial penalties and/or the additional cost to the County to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

(F) The Department will inspect and evaluate the quality of the Contractor's work performance. The Department will inspect to confirm that the Contractor's work complies with the requirements set forth in the contract, which includes the Technical Specifications and the Request for Proposal as supporting documents.

(G) The purpose of the inspections is to monitor the Contractor's performance with respect to the objective of maintaining a clean and safe environment for the airport's patrons and tenants. The Department intends for this to be a collaborative effort between the Department and the Contractor. The Contractor is encouraged to make available its management or supervisory personnel in conducting inspections, however, the Department reserves the right to make inspections as it determines are required to monitor the work under this contract. Inspections will be made at anytime and on any shift.

(H) The Department's goal is not to be punitive to the Contractor and allows for remedial actions by the Contractor, so that the Contractor can fulfill its responsibilities and not have deductions taken from its weekly payments.

1. Failure to Carry out Work: For each instance, $100.00 times the number of instances not completed when scheduled. In the event an inspection of work reveals that work was partially completed, or not completed satisfactorily when scheduled, the Contractor will be given written notice to correct or complete the work within 24 hours. Failure to correct or complete the work within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

2. Failure to Maintain, Complete or Deliver Reports, Records or Forms: $100.00 per occurrence or part thereof per item if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

3. Failure to Maintain Sufficient Stock of Supplies: $100.00 per occurrence or part thereof per item if not corrected within 24 hours.

Failure to correct the restocking within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

4. Failure to Maintain Emergency Standby Supply Inventory as required by Article 9.03 C of the Agreement: $100.00 per occurrence or part thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

5. Failure to Maintain Equipment On-Site, in Sufficient Quantities and Specified Condition: $100.00 per occurrence or part thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

6. Failure to Maintain EPA-Approved Labeling, Warnings and Antidote Requirements for Chemicals as per the Agreement: $100.00 per occurrence or part thereof if not corrected within 24 hours. Failure to correct within the cure period will result in a $100 daily charge for each day the work is not corrected or completed.

7.13 Lost and Found

Contractor shall be responsible for ensuring that all articles found by its employees are promptly turned in to MDAD's Lost and Found.

7.14 Communication between the County and the Contractor

A. At the start of this contract, the Aviation Director will designate the Project Manager for this contract. The Project Manager may designate a representative to be responsible for day-to-day communication with the Contractor's General Manager.

B. The Project Manager shall monitor the quality of work performed, the manner of performance, rate of progress of the work and the acceptability of chemicals, supplies, tools and equipment furnished by the Contractor.

C. The Project Manager shall interpret the Technical Specifications with regard to, but not limited to, the Scope of Services, cleanliness standards and the Department's satisfaction with the level of Contractor performance of the Contract.

D. If the Contractor disagrees with the Project Manager's determination regarding any question or issue, the Contractor may request the matter be brought to the Aviation Director for final determination.

ARTICLE 8 - JANITORIAL SERVICES

8.01 Provision of Services

The Contractor shall provide janitorial services consistent with the provisions of this Agreement and, as directed, requested, and/or implemented by the Department and consistent with the Technical Specifications Parts 1 & 2, all of which are incorporated herein and made a part hereof.

The Contractor represents that it has examined and/or investigated the site conditions, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Agreement Documents, and Technical Specifications Parts 1 & 2, and acknowledged that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under this Agreement.

8.02 Repair of Damage

The Contractor shall repair all damage to the facilities that may be caused by any of its employees, its actions or omissions. Repairs will be to a "like new" condition, will match adjacent areas, and are subject to approval of the Department.

8.03 Corrective Action

If in the opinion of the Department services are not being properly provided by the Contractor, the Department may so advise the Contractor who shall take immediate corrective action. Failure to provide immediate corrective action, or repeated failures to comply with Contractor's requirements hereunder even if immediately corrected, shall subject the Contractor to liquidated damages under Sub-Article 7.12 herein.

8.04 Recycling Program and environmental compliance

The Department is committed to conducting its operations in an environmentally responsible manner. Our goal is to provide efficient aviation services while striving to achieve the highest environmental quality for air, soil, and water. As such, the Contractor must comply with all County environmental ordinances including but not limited to the use and purchase of "green" or environmentally friendly products.

A. The Department may choose to develop a recycling program for office paper, corrugated paper, newsprint, glass, plastics, and aluminum individually or as part of a comprehensive recycling program.

B. Contractor will support such program by ensuring that all of its employees are trained on how to identify recyclable products, and of the requirement that they place such products in appropriate recycling containers or balers.

C. Contractor shall be required to collect, sort, and package recyclable products or materials in coordination with the Project Manager.

8.05 Cleaning Chemicals

A. Contractor shall be responsible for providing and maintaining an adequate supply of cleaning chemicals necessary to complete the work.

B. All cleaning products used in performing the work under this Contract shall meet the County's Technical Specifications and shall conform to and be used in strict compliance with all federal, state and local environmental and safety laws and regulations.

C. All approved cleaning chemicals shall have:

1. A label which contains instructions for use and antidotes for misuse.
2. A Material Safety Data sheet on file and accessible to Contractor's employees.

D. The Contractor is restricted from using chemicals containing ammonia, chlorine, bleach or powdered abrasive cleaners without permission from the County.

8.06 Waste Removal

A. Contractor's personnel shall dispose of all collected waste in accordance with the County's instructions at specific sites designated for this purpose.

B. The County may institute a comprehensive recycling plan for the Airport. If such plan is adopted, the Contractor's personnel will cooperate in every respect with the program.

ARTICLE 9 - MATERIALS, SUPPLIES AND EQUIPMENT

9.01 Contracts Assignable

All contracts, purchase agreements and purchase orders entered into by the Contractor for the purchase of goods and services, pursuant to this Article or otherwise pursuant to this Agreement, shall be assigned by the Contractor to the County or others as designated by the Department, upon the request of the Department and upon termination of this Agreement. All such contracts, purchase agreements and purchase orders shall contain language acceptable to the

Department, reflecting that they are assignable as provided herein. Upon such assignment, the Contractor shall be relieved from any further responsibility to the County under such contracts, agreements and orders.

9.02 Materials and Supplies

Materials and supplies to accomplish the work shall be furnished by Contractor. At a minimum, the materials used for the work shall conform to the requirements of the Technical Specifications. Unless otherwise specified, all materials and supplies to be used at the inception of the Agreement must be new.

Any materials, supplies or assembly that do not conform to the requirements of the Contract shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected materials, supplies or assembly from the work site, unless otherwise instructed by the Department.

9.03 Equipment and Supplies

A. Contractor shall furnish all equipment, tools, materials, and supplies including toilet tissue, toilet seat covers, plastic liners, paper towels, and hand soap. Minimum specifications for certain items are listed in the Technical Specifications.

B. A complete list of cleaning materials, supplies, and equipment to be used by the Contractor shall be submitted to the Department prior to the beginning of this Agreement. The list must show generic type, brand name, model number (if applicable), product name (if applicable), and catalog number. In the case of cleaning chemicals, a copy of the Material Safety Data Sheet must be provided. The Contractor shall maintain, in the designated storage areas, at least the minimum quantities shown below in Paragraph C.

C. Contractor shall maintain an Emergency Standby Supply Inventory on site at all times. This inventory is in addition to any day to day inventories required to service the Contract and shall be subject to "no notice" audits and verification by the County at any time. A minimum of the following items shall be "on-hand" at all times, unless otherwise authorized by the Department:

1. Paper Towels - 100 Cases
2. Toilet Tissue - 50 Cases
3. Toilet Seat Covers - 20 Cases
4. Lotion Type Hand Soap - 30 gallons

Contractor shall be assessed a penalty as provided in sub-article 7.12for failure to maintain the Emergency Standby Supply Inventory at all times.

D. With the exception of the equipment purchased by the successful Proposer from the County at the inception of this Agreement, all equipment shall be new at the beginning of this Contract and shall be maintained in good, clean, totally functional operating condition at all times throughout the term of this Contract. An evaluation of all other equipment shall be periodically completed by the County and any equipment judged as unsatisfactory, shall be replaced by the Contractor at the Contractor's expense. Contractor shall be assessed a penalty as provided in sub-article 7.12 for failing to maintain equipment on-site, in specified quantities and condition.

E. The Contractor is responsible for the safety of its employees, other Airport employees, the public, and the protection of property regarding any claims related to the equipment and supplies furnished under the terms of this Contract.

F. The Contractor shall store all supplies, materials and equipment in storage areas and custodial closets designated by the Department. The Contractor shall keep these areas neat and clean at all times and in accordance with all applicable fire regulations.

G. The County shall provide the Contractor with an initial inventory of restroom maintenance spare parts sufficient to support the Maintenance Worker position and shall replenish same on a one for one for inventory replacement basis. The Contractor shall be responsible for providing the required hand tools necessary for this maintenance position. Contractor shall be responsible for complete inventory control and shall be responsible for the costs of replacing any unaccounted for shortages. Replaced inoperative and/or broken parts are to be submitted to the Department's Maintenance Division. At a minimum, the Contractor shall complete, document, and forward to the County a monthly inventory of the spares parts in stock.

ARTICLE 10 - NOT USED

ARTICLE 11 - BONDS

Performance Bond: Not later than twenty (20) calendar days of the effective date of this Agreement, the Contractor shall provide a Performance Bond from a surety meeting the qualifications set forth herein, in the amount of $10,000 for Zone 2. The Bond shall be kept in full force throughout the term of this Agreement. The Bond shall be submitted in a form approved by the Department. The Department may increase or decrease the amount of the Bond based upon experience and the potential for loss based on improper or nonperformance by the Contractor. In the alternative, an irrevocable letter of credit, or other form of security acceptable to the Department may be furnished. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for

the payment required hereunder. The Performance Bond or other security instrument shall be effective for the current year of operation with automatic renewals for each of the remaining years under this Agreement, including any extensions naming the County as oblige and issued by a surety company or companies in such form as approved by the County Attorney.

ARTICLE 12 – INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 13 - INSURANCE

13.01 Insurance Required

Not later than twenty (20) days after the effective date of this Agreement, the Contractor shall obtain all insurance required under this Article and submit an original or true copy of the policy to the Miami-Dade Aviation Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the term of the Agreement.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Contractor's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the County determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Contractor must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Zone:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Comprehensive General Liability in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $1,000,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is the Contractor allowed on the Airfield Operation Area without increasing automobile coverage to $5,000,000 as approved by MDAD Risk Management.

The County in its sole discretion shall have the right to reject any insurance coverage described in sub Article 13.01 (B), and (C) above which contains a deductible, line of credit, self-insured retention, or fails to provide the coverage required by this Agreement. Nothing herein will relieve the Contractor of liability assumed by this Agreement.

13.02 Insurance Classifications

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Contractor under this Agreement.

13.03 Certificates of Insurance

The Contractor shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate that:

a) the Contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require the Contractor to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Contractor.

13.04 Certificates of Renewal

The Contractor shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to the Contractor.

In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, the Contractor shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under any other portion of this Agreement.

13.05 Certificates of Continuity

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the lease period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

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

> The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD Risk Management.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

13.06 Cancellation of Insurance

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

13.07 Other Insurance Indemnification

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

13.08 Contractor Liable

Compliance with the requirements of this Article 13 shall not relieve the Contractor from its liability under any other portion of this Agreement.

13.09 Right to Examine

The Department will examine the original or true copy of the insurance policy (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage.

13.10 Personal Property

Any personal property of the Contractor, or of others, placed in the Zone shall be at the sole risk of the Contractor or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

13.11 Survival of Provisions

The provisions of this Article 13 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 - ASSIGNMENT

No Assignment, Subletting or Sale of Controlling Interest

The Contractor shall not assign, transfer or sell its controlling interest ("Ownership"), or pledge or otherwise encumber the Agreement or any of the rights, privileges and obligations of the Contractor hereunder, without approval of the Department.

ARTICLE 15 - TRADEMARK AND LICENSES

The County may from time to time, permit the Contractor to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a non-exclusive license executed by the Contractor and the Department, on behalf of the County, granting the Contractor the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees thereof; the County may likewise license from the Contractor the use of certain trademarks which the Contractor has previously created, without a requirement for the payment of any additional fees or compensation to the Contractor for such license. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or other intellectual property in the using party.

ARTICLE 16 - LABOR ACTIVITY

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport, which results in the curtailment or discontinuance of services performed hereunder, the Department shall have the right,

during said period, to cause the services required to be provided under this Agreement to be performed by others without liability to the County or the Contractor. During such period, this Agreement may be abated or terminated at the discretion of the County.

The Contractor shall use all reasonable care consistent with its rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors.

ARTICLE 17 - TERMINATION BY THE COUNTY

The Department, at any time during the initial term of this Agreement or extension thereof, upon thirty (30) days written notice to the Contractor, may terminate this Agreement without stated cause or liability to the Contractor.

17.01 Automatic Termination

This Agreement shall be automatically terminated upon the occurrence of any of the following:

A. Abandonment by the Contractor of, and unless approved in advance by the Department, discontinuance of operations hereunder for more than twenty-four (24) hours.

B. Unless waived by the Department in writing, the bringing of any action by the County against the Performance Bond required pursuant to Article 11 hereof.

17.02 Default Termination

The County shall have the right to terminate this Agreement upon not less than five (5) days written notice to the Contractor, upon occurrence of any or more of the following, unless the same is cured within the notice period.

A. Failure of the Contractor to properly deposit monies or to provide reports, receipts, records, and books of accounts, summaries or audits as required under this Agreement.

B. The conduct by the Contractor of any business, offering of any service or sale of any service or product not specifically authorized herein.

C. Non-performance by the Contractor of any other covenant of this Agreement (the period of time granted by the Department for a cure of defaults in this instance shall be reasonable based upon the circumstances, in the judgment of the Department).

D. The occurrence of an illegal act while performing services or within the Zone of which the Contractor had prior knowledge or could reasonably

have been expected to have prior knowledge of and failed to correct and bring to the attention of the Department or other competent authority.

E. The entering by the Contractor into any agreement, understanding, arrangement, or contract, whether written or oral, for referral of customers or potential customers to hotels, restaurants, shops, entertainment or services off the Airport.

17.03 Other Termination

The County or the Contractor shall have the right to terminate this Agreement upon five (5) days written notice to the other party, without liability by one party or the other, at any time after the occurrence of one or more of the following:

A. Issuance by any court of competent jurisdiction of an injunction substantially restricting continuance of the provision of services by the Contractor under this Agreement.

B. Assumption by the United States Government or any authorized agency thereof or any governmental agency, of the operation, control or use of the Airport facilities or any substantial parts thereof, in such a manner as to substantially restrict services and operations under this Agreement.

C. Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an Act of God, the public enemy or other circumstances.

17.04 Condition of Award Requirements

a) Disability Nondiscrimination

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

b) Family Leave

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

c) Domestic Leave

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

d) Currently Due Fees and Taxes

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

e) Drug Free Workplace

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

f) Current in County Obligations

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

g) Code of Business Ethics

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics

Code") and shall, prior to the execution of any contract between the Contractor and the County, submit an affidavit stating that it has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. If the Contractor fails to submit the required affidavit, it shall be ineligible for contract award.

ARTICLE 18 - TERMINATION BY THE CONTRACTOR

At any time during the initial term of this Agreement or extension thereof, the Contractor, upon three hundred sixty-five (365) days advance written notice to the Department, may terminate this Agreement without stated cause or liability to the County.

The Contractor shall have the right to terminate this Agreement upon the occurrence of any one or more of the following, unless cured within the notice period:

(A) Upon not less than ten (10) days written notice to the Department, for failure of the County to make any payment to the Contractor, within twenty (20) days of the due date; provided all or part of a particular payment is not being questioned, objected to or contested by the Department, in good faith, and provided the County does not make an appropriate partial payment for the uncontested portion of the payment.

(B) Upon not less than thirty (30) days written notice to the Department, for any other breach by the County of any other material terms, covenants or conditions of this Agreement and failure to cure, etc.

ARTICLE 19 - DAMAGE OR DESTRUCTION TO ZONE

If, in the sole determination of the County, the Zone or a substantial portion thereof are rendered unfit or unusable for the use and purpose for which this Agreement is granted, without fault on the part of the Contractor, the Department shall have right to terminate this Agreement, upon five (5) days notice in writing, without liability to the Contractor.

ARTICLE 20 - NONDISCRIMINATION

20.01 Employment Discrimination

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, national origin, religion, ancestry or disability. The Contractor shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to provisions pertaining to employment (42 U.S.C.12101)

20.02 Nondiscriminatory Access to Service

The Contractor, for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant of this Agreement: (1) that no person on the grounds of race, color, age, sex, religion, national origin, ancestry or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the services or Zone provided hereunder; (2) that in the furnishing of services hereunder, no person on the grounds of race, color, age, sex, religion, national origin or ancestry, or disability shall be excluded from participation in denied the benefits of or otherwise be subjected to discrimination; and (3) that the Contractor shall use the Zone and provide services in compliance with the Americans with Disabilities Act (42 U.S.C.12101) and all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

20.03 Breach of Nondiscrimination Covenants

In the event it has been determined that the Contractor has breached the nondiscrimination covenants contained in Sub-Articles 20.01 and 20.02 above, pursuant to the complaint procedures in the applicable Federal Regulations, and the Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Sub-Article 20.02 hereof.

ARTICLE 21 - RULES AND REGULATIONS

The Contractor, notwithstanding anything to the contrary contained herein, shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Miami Dade County, Florida, as the same may be amended from time to time, Operational Directives issued there under, all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs development in compliance therewith, which may be applicable to its operations or activities under this Agreement.

Violations of Rules and Regulations

The Contractor agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, employees or invitees, have violated any law, ordinance, regulation or rule, described in Sub-Article 21.01 above and any plan or program developed in compliance therewith. The Contractor further agrees that the substance of this Sub-Articles 21.02 and 21.01 above, shall be included in every contract

activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

ARTICLE 22 - CIVIL ACTIONS

22.01 Governing Law/Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami Dade County, Florida and any action to determine the rights or obligations or the parties hereto shall be brought in the courts of the State of Florida.

22.02 Notice of Commencement of Civil Action

In the event that the County or the Contractor commence a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Agreement, the Contractor agrees to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4-c, Federal Rules of Civil Procedure. In such event the Contractor agrees to submit to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

Upon the Contractor: by personal service or by Certified Mail, Return Receipt Requested, upon General Manager or party indicated in Sub-Article 24.09 on behalf of the Contractor.

In the event that the Contractor raises an objection to service of initial pleadings provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to the County in such action, prior to answering the complaint.

22.03 Registered Office Agent: Jurisdiction

Notwithstanding the provisions of Sub-Article 22.02 above and in addition thereto, the Contractor shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes, If the Contractor is a natural person, he and his personal representative submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 23 - ACTIONS AT TERMINATION

23.01 Surrender of Facilities

On or before the termination date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, the Contractor shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies, parts and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

23.02 Amounts Due and Payable

Upon termination of this Agreement, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be canceled, shall be assigned by the Contractor to the County or such other party as the Department shall designate.

23.03 Removal of Personal Property

On or before the termination date of this Agreement, the Contractor shall remove all its personal property from the Zone. Any personal property of the Contractor not moved in accordance with this Sub-Article, may be removed by the Department for storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

ARTICLE 24 - OTHER PROVISIONS

24.01 Payment of Taxes

The Contractor shall pay any taxes lawfully assessed against the Contractor arising out of its operations hereunder; provided however that the Contractor shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceeding instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default pursuant to Sub-Article 17.02.

24.02 No Possessory Interest

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the airport, the facilities, the

improvements or the personal property of the County described herein on the Contractor nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and the Contractor.

24.03 Rights to be Exercised by the Department

Whenever in this Agreement rights are reserved to the County, the Department may exercise such rights.

24.04 Administrative Modifications

It is understood and agreed that the Department, upon written notice to the Contractor, shall have the right to modify administratively and to revise the payment procedures, contained in this Agreement other technical requirements hereof, and the Exhibits hereto; provided however such revisions shall not have a materially adverse effect on the right of the Contractor to be paid for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder, or on the security of the funds and assets of the County.

24.05 Approvals

Whenever in this Agreement, approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action, It is understood by the parties hereto that due to the nature of this Agreement, where time may be of the essence, certain requests by the Department for services or actions by the Contractor may have to be requested orally. The County shall not be bound by such oral requests unless such oral requests are made by a representative of the Department so designated from time to time in writing by the Director or Deputy Director of the Department.

24.06 Rights of County at Airport

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the airport. The County shall in the exercise of such right, be free from any and all liability to the Contractor.

24.07 Federal Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport or any part thereof, during time of war or national emergency for

military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

24.08 Notices

Any notices given under provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested to:

To the County:
Director
Miami Dade Aviation Department
Post Office Box 025504
Miami, FL 33102-5504

To the Contractor:
N & K Enterprises, Inc.
13700 N.W. 19th Avenue, #2
Opa-Locka, FL 33054
Phone#: (305) 953-5550
Fax#: (305) 953-5540

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

24.09 Severability

If a Court of competent jurisdiction holds any provision of this Agreement of the application thereof to either party to this Agreement invalid, such invalidity shall not affect other provisions of this Agreement that can be given effect without the valid provision and to this end, the provisions of this Agreement are severable.

24.10 Authorized Uses Only

Notwithstanding anything contrary herein, the Contractor shall not use or permit the use of the Zone or the Airport for any illegal or unauthorized purpose, nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of the Contractor under this Agreement.

24.11 No Waiver

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Contractor, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Contractor.

24.12 Right to Regulate

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Contractor or its operations.

24.13 Entirety of Agreement

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

24.14 Inspections

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof have the right of access to the Zone at all times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

24.15 Independent Private Sector Inspector General

The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and the County in connection with this Agreement. The scope of services performed by the IPSIG may include but not limited to, monitoring and investigating compliance with specifications of this Agreement; costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the Agreement process, including but not limited to, design, establishment of bid specifications, bid submittal, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon seven (7) days written notice to the Contractor from the IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control, which in the IPSIG's sole judgment, pertain to performance of this Agreement including but not limited to Agreement files, Amendment files, worksheets; proposals and agreements from and with all contractors and suppliers; all related correspondence, memoranda, instructions, financial documents and bid and

contract documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all contracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

Nothing in this section shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

24.16 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. The audit cost shall be included in total Contract amount.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under $1,000; (i) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

24.17 Heading

The headings of the various Articles and Sections of this Agreement and its Table of Contents are for convenience and ease of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

24.18 Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. These provisions shall not constitute a waiver of any conditions of Article 12 hereof.

24.19 Performance

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by the Contractor to complete performance within the time specified or within a reasonable time, if not time as specified herein, shall relieve the County of any obligation to accept such performance.

24.20 Living Wage

The Contractor shall comply with Section 2-8.9 of the Code of Miami Dade County. The Contractor shall pay its covered employees the applicable hourly Living Wage rate and comply with the administrative and records keeping required. The Contractor shall also ensure that its Contractors and subcontractors comply with this Sub-Article and Exhibit C, Living Wage Supplemental General Conditions.

24.21 Force Majeure

Strictly in relation to the obligations of each party to the other under this Agreement, and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Concessionaire, embargo's, general shortages of labor, equipment, the Location, materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

AGREEMENT FOR JANITORIAL SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

N & K Enterprises, Inc
(Legal Name of Corporation)

ATTEST:

Secretary Kathleen Jennings
(Signature and Seal)

By: Neville Jennings
Contractor - Signature

KATHLEEN JENNINGS - SEC/TREAS.
(Type Name & Title)

Name: NEVILLE JENNINGS
PRESIDENT
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name

By: _____
Signature

(Type Name & Title)

Legal Name

By: _____
Signature

(Type Name & Title)

N / A
Attest:

Name of Managing Joint Venturer:

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

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

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____