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

# Memorandum

MIAMI-DADE COUNTY

Date: October 1, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(8)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Award: County Facilities Recycling Program
Resolution No. R-805-13

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. RFQ841, County Facilities Recycling Program* to Ecological Paper Recycling, Inc. for the implementation of comprehensive recycling services at nearly 500 County facilities.

The services to be provided include the collection, transportation and recycling of materials such as paper, cardboard, glass, plastic, and metal. The current contract, which expires on February 28, 2014, limits recyclable material to paper and cardboard that is collected from a limited number of County facilities (147 sites). Consistent with the County's Sustainable Buildings Program, the new contract meets the requirements for Leadership in Energy and Environmental Design (LEED) certification by expanding the scope to include glass, plastic and metal containers.

As explained in the fiscal impact section of this memorandum, the recyclable materials collected by the vendor will be sold, and the County will receive rebates which will fluctuate based upon the market value for paper and cardboard (as published by *Official Board Markets* "The Yellow Sheet"). The other recyclables (i.e., glass, plastic, and metal containers) have fixed rebate percentages. Depending on the volume of recyclables collected, it is anticipated that the rebates to the County will offset any service fees, and will generate revenue to the County. The awardee will also provide training, at no cost to the County, to janitorial staff and facility managers regarding recycling procedures to maximize the collection of recyclables.

Approval is also requested to allow Miami-Dade Transit (MDT) to use Charter County Transportation Surtax funds as a component of MDT Operating funds for this contract. This award recommendation is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). The MDT allocation within this contract recommendation may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of the MDT allocation from this item.

## Scope

The impact of this item is countywide in nature.

## Fiscal Impact/Funding Source

While this recommendation requests estimated five-year allocations for the departments listed in the table below, the actual cost to the County is expected to be negligible due to revenues received from the rebates.

Service Fees Paid by the County:

Service fees will be paid to the vendor for collection, transportation and recycling of materials, which is conducted curbside for smaller facilities, and at designated points of service for larger facilities. The amounts allocated for service fees to be paid by the County, without factoring rebates to be received

from the vendor for the initial five-year term is $1,029,000, or $205,800 per year, as noted above. It is important to point out that the negotiated service fee for the first year of the contract for all of the departments listed below is only $86,760. The difference between the annual allocated amount and the actual negotiated service fee is to allow room for expansion of additional sites/facilities depending on the adoption rate/success of the program. If the County chooses to exercise the two, three-year options, the cumulative allocation budgeted for service fees is $2,263,800 for eleven years.

Allocation amounts are based on the gross cost to the vendor to collect recyclable materials from the locations associated with each department, prior usage and anticipated needs.

| Department | Allocation | Funding Source | Contract Manager |
|---|---|---|---|
| Animal Services | $ 1,000 | General Fund / Proprietary | Virginia Diaz |
| Aviation | 237,000 | Proprietary Funds | Manuel Bazzani |
| Office of the Clerk | 5,000 | Proprietary Funds | Charis Lubeck |
| Community Action and Human Services | 39,000 | General Fund/Federal Funds | Shirley Almeida |
| Corrections and Rehabilitation | 18,000 | General Fund | Mohammed Haq |
| Cultural Affairs | 25,000 | Proprietary Funds | Marie Denis |
| Fire Rescue | 44,000 | Fire District Fund | Arturo Abreu |
| Internal Services | 104,000 | Internal Service Funds | Thomas Plummer |
| Public Housing and Community Development | 312,000 | Federal Funds | Indira Rajkumar |
| Parks, Recreation and Open Spaces | 108,000 | General Fund/Proprietary Funds | Janeen Feiger |
| Police | 16,000 | General Fund | Michael Cole |
| Seaport | 38,000 | Proprietary Funds | Becky Hope |
| Library | 23,000 | Library District Funds | Anna Rodriguez |
| Public Works and Waste Management | 13,000 | General Fund/Proprietary Funds | Olga Espinosa-Anderson |
| Transit | 9,000 | MDT Operating* | Akbar Sharifi |
| Water and Sewer | 36,000 | Proprietary Funds | Ana Caveda |
| Vizcaya | 1,000 | Proprietary Funds | Luis Correa |
| **Total** | **$1,029,000** | | |

**MDT has confirmed that federal funds will not be used for this contract.*

Revenue (Rebates) to County:
Currently, the County's recycling contract only provides for recycling of paper and cardboard (includes document shredding). The new contract expands the reach of this service throughout the County, and adds plastic, glass, aluminum and steel (does not include document shredding). The previous contract for paper and cardboard recycling produced $117,265 in net revenue to the County for fiscal year 2011-2012. Depending on the actual volume of recyclables collected, it is anticipated that the rebates to the County will increase and fully offset the previously mentioned service fees, and will be a revenue-generating contract for the County, as is currently the case with the existing recycling contract. Further, while difficult to quantify, the County is expected to benefit from reduced costs for trash pick-up and disposal as a result of having a comprehensive recycling program in place.

The rebate rates for paper and cardboard were negotiated with the vendor using the current commodity rates for paper and cardboard (as published by *Official Board Markets* "The Yellow Sheet"). These rates fluctuate with the market and the contract allows for adjustments on a monthly basis accordingly. Further, the County negotiated: a) a 50 percent rebate on commingled materials (plastic, glass, aluminum, and steel) with mixed paper; b) a 70 percent rebate on corrugated cardboard; c) a 90% rebate on mixed paper; and d) a 30 percent rebate on comingled materials.

**Track Record/Monitor**
The contract is utilized by various County departments. The contract managers for the departments are listed in the table above. Lydia Osborne of the Internal Services Department is the Procurement Contracting Officer.

**Delegated Authority**
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions, in accordance with the terms and conditions of the contract.

**Vendor Recommended for Award**
A Request for Qualifications was issued under full and open competition on November 5, 2012. Three proposals were received and evaluated. Waste Management Inc. of Florida (WMI), the highest ranked proposer, was recommended for negotiations for all zones. Negotiations failed with WMI, as the negotiations team was unable to reach an agreement on price. WMI held firm that the rates in the firm's proposal, was their best and final offer. An agreement covering all zones was successfully negotiated with the second highest ranked proposer, Ecological Paper Recycling, Inc. Award to the second ranked firm will save the County $279,597 annually, or $1,398,985 over the five year contract term.

| Awardee | Address | Principal |
|---|---|---|
| Ecological Paper Recycling, Inc. (Micro/SBE) | 2350 N.W. 149th Street, Miami, FL | Manuela Flores |

**Vendors Not Recommended for Award**

| Proposers | Reason for Not Recommending |
|---|---|
| Waste Management Inc. of Florida | Negotiations failed; unable to reach an agreement on price. |
| Sunshine Recycling Services of SW Florida, LLC | Proposer ranked lower than recommended vendor |

**Due Diligence**
Due diligence was conducted in accordance with the ISD's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**
- The two percent User Access Program provision applies and will be collected on all purchases where permitted by funding source.
- A Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the applicable ordinances where permitted by the funding source.
- The Living Wage Ordinance applies.

**Background**
The Miami-Dade County Code, Article III, Sections 9-71 through 9-75 and Implementing Order 8-8 established the County's Sustainable Buildings program, which requires all new County construction projects to attain at least "Silver" level rating under the United States Green Building Council's LEED rating system. Recycling paper, corrugated cardboard, glass, plastics and metal is a requirement to achieve and maintain LEED certification. Additionally, Section 403.7032 of the Florida Statutes establishes a statewide recycling goal to reduce recyclable solid waste to landfills by 75 percent by the

year 2020. The GreenPrint sustainability planning process highlighted the need to become a green government role model and requires recycling in government facilities.

Currently, there is no contract for recycling glass, plastic and metal containers from County facilities, as the current contract (6829-2/11-3) is for recycling of paper and cardboard. A Request for Qualifications (RFQ749) was issued in August 2010 to replace the existing contract for these services, with a comprehensive recycling program to include recycling of paper, cardboard, glass, plastic, and metal containers at an expanded number of County facilities. Proposals were received and evaluated. A contract was negotiated with the highest ranked proposer, Southeastern Recycling Corporation. After the contract was negotiated, the proposer advised the County that its assets were acquired by, and its contracts would be assigned to, Waste Management Inc. of Florida. However, it was not in the County's best interest to implement the program at that time, therefore, it was recommended that all proposals be rejected.

A new solicitation (RFQ841) was issued in November 2012. The solicitation divided the County into eleven geographical zones, which includes approximately 500 facilities/sites. Proposers were allowed to submit a proposal for, and be awarded, any or all of the zones. Three proposals were received and evaluated. Waste Management Inc. of Florida was the highest ranked proposer and was recommended for negotiations for all zones. The negotiations team was unable to reach an agreement on a contract with Waste Management Inc. of Florida. Negotiations were terminated with the firm and the negotiations team successfully negotiated a contract for all zones with the second highest ranked responsive and responsible firm, Ecological Paper Recycling, Inc., based on the evaluation criteria established in the solicitation. This new contract replaces the existing contract (6829-2/11-3).

Edward Marquez
Deputy Mayor

# MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 1, 2013

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

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

**Please note any items checked.**

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(8)
10-1-13

RESOLUTION NO. R-805-13

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT (CONTRACT NO. RFQ841) IN THE AGGREGATE AMOUNT OF $2,263,800.00 WITH ECOLOGICAL PAPER RECYCLING, INC. TO OBTAIN COUNTYWIDE RECYCLING SERVICES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZES THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

**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 approves the execution of an agreement in the aggregate amount of $2,263,800.00 with Ecological Paper Recycling, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein; and authorizes the use of Charter County Transportation Surtax Funds.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Rebeca Sosa, Chairwoman | | | **aye** |
| Lynda Bell, Vice Chair | | | **absent** |
| Bruno A. Barreiro | **absent** | Esteban L. Bovo, Jr. | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **absent** | Barbara J. Jordan | **aye** |
| Jean Monestime | **aye** | Dennis C. Moss | **absent** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 2013. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Alex S. Bokor

# Memorandum

MIAMI-DADE COUNTY

**Date:** February 4, 2013

**To:** Lester Sola, Director
Internal Services Department

**Thru:** Miriam Singer, Assistant Director
Internal Services Department

**From:** Lydia Osborne
Procurement Contracting Officer II
Chairperson, Evaluation/Selection Committee

**Subject:** Report of Evaluation/Selection Committee for RFQ No. 841, County Facilities Recycling Program

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The County issued a solicitation to obtain proposals from qualified firms to implement an innovative, productive, and cost-effective Recycling Program (Program) for County facilities. The Program includes curbside recycling for smaller County facilities and point of service recycling for larger County facilities. The solicitation provides for Program services to be divided into eleven geographical County zones (Zones A-K) as determined by the County's Resource Conservation Committee. Proposers could propose on, and be awarded, any or all of the Zones.

The Evaluation/Selection Committee (Committee) has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

**Committee meeting dates:**
December 14, 2012 (kick-off meeting)
January 18, 2013 (evaluation meeting, scoring)
January 25, 2013 (scoring, ranking and recommendation)

**Verification of compliance with contract measures:**
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for Zones A, B, C, D, E, F, G, H, I and J. None of the proposers qualified for the selection factor. No contract measure was assigned to Zone K due to federal funding

**Verification of compliance with minimum qualification requirements:**
The solicitation had minimum qualification requirements which were reviewed by the Chairperson and the Committee members, who are also members of the Resource Conservation Committee. All proposers met the requirements.

**Local Certified Service-Disabled Veteran's Business Enterprise Preference:**
Veteran's Preference was considered in accordance with the applicable ordinance for all Zones (A-J), with the exception of Zone K, which is funded with federal funds. None of the proposers qualified for the preference.

**Summary of scores:**
Below are three tables that provide a summary, by Zone, of the final scores (technical, price and rebate), proposed monthly prices and monthly rebates for all proposers. Each proposal could receive up to a maximum total of 500 points (100 points per Committee member). The breakdown of the points is as follows: Technical Score: 350 points; Price Score: 75 points; and Rebate Score: 75 points.

## RFQ841
## County Facilities Recycling Program
## Summary of Scores, Price, and Rebates

**Table 1**
**Final Scores by Zone**

| Proposer | Zone A | Zone B | Zone C | Zone D | Zone E | Zone F | Zone G | Zone H | Zone I | Zone J | Zone K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Ecological Paper Recycling, Inc. | 399 | 396 | 421 | 423 | 397 | 402 | 398 | 403 | 403 | 390 | 394 |
| Sunshine Recycling Services of SW Florida | 385 | 380 | 371 | 369 | 386 | 386 | 382 | 389 | 355 | 391 | 387 |
| Waste Management Inc. of Florida | 453 | 449 | 442 | 442 | 454 | 452 | 451 | 437 | 444 | 448 | 433 |

**Table 2**
**Proposed Monthly Price By Zone**

| Proposer | Zone A | Zone B | Zone C | Zone D | Zone E | Zone F | Zone G |
|---|---|---|---|---|---|---|---|
| Ecological Paper Recycling, Inc. | $630.00 | $1,005.00 | $175.00 | $0.00 | $465.00 | $840.00 | $1,050.00 |
| Sunshine Recycling Services of SW Florida | $2,500.62 | $3,780.15 | $2,915.41 | $2,780.12 | $1,482.67 | $2,212.35 | $1,486.71 |
| Waste Management Inc. of Florida | $2,015.25 | $2,758.50 | $2,435.25 | $2,018.25 | $1,348.50 | $1,892.25 | $1,301.50 |

**Table 2 Cont'd**
**Proposed Monthly Price By Zone**

| Proposer | Zone H | Zone I | Zone J | Zone K |
|---|---|---|---|---|
| Ecological Paper Recycling, Inc. | $435.00 | $150.00 | $240.00 | $1,470.00 |
| Sunshine Recycling Services of SW Florida | $1,859.84 | $32,733.65 | $425.49 | $8,994.95 |
| Waste Management Inc. of Florida | $2,162.00 | $3,803.00 | $446.50 | $10,351.75 |

**Table 3**
**Proposes Monthly Rebate by Zone**

| Proposer | Zone A | Zone B | Zone C | Zone D | Zone E | Zone F | Zone G | Zone H | Zone I | Zone J | Zone K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Ecological Paper Recycling Inc. | A: 20% | A: 20% | A: 75% | A: 85% | A: 50% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% |
| | B: 30%. | B: 30%. | B: 110%. | B: 110%. | B: 30%. | B: 30%. | B: 30%. | B: 30%. | B: 30%. | B: 30%. | B: 30%. |
| | C: 50% | C: 50%. | C: 110%. | C: 110%. | C: 30%. | C: 50%. | C: 50%. | C: 50%. | C: 50%. | C: DNP* | C: 50%. |
| | D: 10% | D: 10% | D: 55% | D: 65% | D: DNP* | D: 10% | D: 10% | D: 10% | D: 10% | D: DNP* | D: 10% |
| Sunshine Recycling Services of SW Florida | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% | A: 20% |
| | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. | B: 50%. |
| | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. | C: 20%. |
| | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% | D: 20% |
| Waste Management Inc. of Florida | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% | A: 30% |
| | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. | B: 95%. |
| | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. | C: 95%. |
| | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% | D: 30% |

Notes: 1) A = Commingled Materials (Plastic, Glass, Aluminum, Steel) and Mixed Paper
2) B = Corrugated Cardboard
3) C = Mixed Paper
4) D = Commingled Material (Plastic, Glass, Aluminum, and Steel)
5) DNP = Did Not Propose

The Committee decided not to hold oral presentations since the proposals did not required further clarification. Price and rebate proposals were reviewed for all proposers after the review and scoring of technical proposals.

**Local Preference:**
Local Preference was considered for Zones A, B, C, D, E, F, G, H, I and J, but did not affect the outcome as no proposer was within five percent of the highest ranked proposer in each zone. Local Preference was not applied to Zone K due to federal funding restrictions.

**Negotiations:**
The Committee recommends that the County enter into negotiations with Waste Management Inc. of Florida, the highest ranked proposer for all zones. Notwithstanding the foregoing, the Committee further recommends that if the County and Waste Management Inc. of Florida cannot reach agreement for any of the 11 Zones, the County will begin negotiations with the next highest ranked Proposer for those specific Zone(s). This negotiation process will continue until an agreement, acceptable to the County, has been reached for all Zones.

The following individuals will participate in the negotiations:

Lydia Osborne, Procurement Contracting Officer II, Internal Services Department
Ana T. Caveda, Hazardous Materials Manager, Water and Sewer Department
Carlos Jose, Assistant Director, Aviation
Bill Solomon, Chief, Procurement Division, Parks, Recreation and Open Spaces
Thomas Plummer, Assistant Physical Plant Manager, Internal Services Department
Susannah Troner, Assistant Grants Analyst, Office of Management and Budget

**Consensus Statement:** The Committee recommends Waste Management Inc. of Florida for the following primary reasons: 1) The firm has the relevant experience, capability and excellent past performance in providing the requested services; 2) The firm has the capacity to service all eleven zones; 3) The firm's primary business is recycling, and has the necessary equipment and personnel ready to start providing the services; 4) The firm's key personnel have a successful track record of performing recycling for the County and other entities of similar size; 5) The firm has a multifaceted education program in place, which includes video training and refresher courses; and 6) The firm's proposed methodology and approach is consistent with the County's goal to implement a successful recycling program.

Although the proposed prices were competitive when compared to the other proposals for the same services, and the industry as a whole, the actual prices will be negotiated in the best interest of the County. The rebates proposed by the firm are similar to the rebates the County currently receives for recycling services.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved

Lester Sola
Director

2/12/13
Date

# REQUEST FOR QUALIFICATIONS (RFQ) NO. 841
## FOR
## COUNTY FACILITIES RECYCLING PROGRAM

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

November 8, 2012 at 1:00 PM (local time)
111 NW 1st Street, 19th Floor Main Conference Room, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**
Internal Services Department, Procurement Management Division for
Miami-Dade Resource Conservation Committee

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title: Lydia Osborne, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1291
E-mail: lydiaos@miamidade.gov

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**December 7, 2012 at 2:00 PM** (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Resource Conservation Committee, is soliciting proposals from qualified firms to implement an innovative, productive, and cost-effective Recycling Program ("the Program"). The Program includes curbside recycling for smaller County facilities, and point of service recycling for larger County facilities.

For the purposes of this Solicitation, the County has been divided into eleven (11) geographical zones ("Zones"). Each Zone is comprised of numerous facilities in various locations. It is the County's intention to award **ONE** selected Proposer for **EACH** Zone. Proposers may propose on one, more than one, or all of the Zones, provided that the Proposer designates the order of preference for each Zone (see Form A-1). Being awarded one Zone will not preclude the Proposer from being awarded additional Zones.

The County anticipates awarding contracts for a five year period. The County, at its sole discretion, will review the effectiveness of each contract after the initial three years and determine whether to continue the services for the remaining two years of the initial five-year contract term. The County reserves the right to renew the contract period for two, three year option-to-renew periods.

The anticipated schedule for this Solicitation is as follows:

| | |
|---|---|
| Solicitation issued: | November 5, 2012 |
| Pre-Proposal Conference: | See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance. |
| Deadline for receipt of questions: | November 28, 2012 |
| Proposal due date: | See front cover for date, time and place. |
| Evaluation process: | December 2012 – March 2013 |
| Projected award date: | May - June 2013 |

### 1.2 Definitions

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

1. The word "Cardboard" to mean corrugated cardboard.
2. The word "Commingled" to mean a mixture of glass, metal, and plastic food and beverage containers.
3. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The word "Curbside" to mean that the point of pick-up will be at the curb for easy access.
6. The words "Dual-stream" to mean cardboard treated as a separate stream for designated facilities where large volumes of cardboard are expected to be generated.
7. The words "Mixed Paper" to mean a mixture of office paper, newspaper, magazines, catalogs, paperback books, file folders, paper envelopes, paper board, and may include corrugated cardboard.
8. The words "Multi-stream" to mean mixed paper and cardboard separate from commingled plastic, metal and glass.
9. The words "Other Recyclable Materials" to mean materials such as shrink wrap (stretch film), or other commodities that now have markets or may be marketable during the course of the contract and may be included as a separately collected item, or may be added to the Commingled or Mixed Paper stream.
10. The words "Points of Service" to mean any County site that requires the selected Proposer to drive into a property to a central point for pick-up.
11. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
12. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

13. The words "Single-stream" to mean mixed paper, including cardboard, combined with commingled plastic, metal, and glass.
14. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
15. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
16. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

## 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

## 1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

### 1.5 Public Entity Crimes

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

### 1.6 Lobbyist Contingency Fees

a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

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

### 1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and

submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### 1.8 Living Wages

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this Solicitation. By submitting a proposal, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 2, Supplemental General Information.

## 2.0 SCOPE OF SERVICES

### 2.1 Background/Overview

The Energy, Climate Change, and Economic Security Act of 2008 (House Bill 7135) signed into law by the Florida Governor, created Section 403.7032, Florida Statutes. The law establishes a statewide recycling goal to reduce recyclable solid waste to landfills by 75% by the year 2020. The County anticipates implementing a comprehensive Program which includes collecting and transporting recyclable materials from County facilities. The Program will include two collection methods: 1) Curbside Services (CS) recycling for smaller County facilities, serviced by collecting recycled materials from designated recycling containers placed curbside (at the right of way); and 2) Point of Service (POS) recycling for larger County facilities, serviced by collecting from a central location or a series of locations on a route within each facility.

Currently, paper and cardboard are collected weekly for recycling at most of the County's facilities using 95 gallon, four (4) and/or eight (8) cubic yard containers in various locations throughout the facility. The Program will improve environmental sustainability by increasing the number of County facilities participating in recycling, and will reduce the overall waste stream generated by County facilities by expanding the types of materials being recycled. Any carbon credits that may be attributed to the Program will be under sole ownership of the County.

For this Solicitation, the County has been divided into eleven (11) geographical zones that will service over 500 County facilities. Refer to Appendix 1, Facilities by Zones and Level of Service, which is provided as a separate file online. The selected Proposer for a particular Zone shall provide all facilities within that zone with a single-stream Program (placing all recyclable materials together) or multiple-stream Program (maintaining mixed paper, cardboard and commingled glass, plastic, and metal separate from each other throughout processing). Please note that even for facilities within a Zone where a single-stream Program is proposed, cardboard must be treated as a separate stream for designated facilities where large volumes of cardboard are expected to be generated. Effectively, these facilities would be considered dual-stream, rather than single-stream. For a multi-stream recycling Program, mixed paper shall neither be combined with cardboard nor with commingled materials (i.e., glass, plastic, and metal containers). The County reserves the right to add other recyclable materials to the existing stream(s) upon mutual agreement with the selected Proposer. The costs for these additional recyclable materials and the applicable equipment needed will be negotiated, as the need arises. Recyclable materials to be included in the Solicitation include the following:

1) Mixed paper:
   - Office paper, newspaper, magazines, catalogs, paperback books, file folders, paper envelopes, paper board and may include corrugated cardboard.
   - Palletized hardback books to be collected at selected facilities.
   -

2) Cardboard only:
   - Corrugated cardboard
3) Commingled materials:
   - Glass, plastic, and metal containers of the type typically generated by food and beverage consumption.

Note: For facility specific information, refer to Facility Data Report, Appendix 2, provided as a separate document online. The information provided in the report is for informational purposes only and includes the level and type of service at each facility. The County does not guarantee the accuracy of this report.

**2.2 Minimum Qualification Requirement**

As a minimum qualification requirement for this Solicitation, the Proposer shall have a General Hauler Permit issued by the Miami-Dade County Department of Public Works and Waste Management Department at the time of the proposal due date. (Note: This is a requirement through the contract award and is a continuing condition of the award and contract.)

**2.3 Preferred Qualifications**

As a preferred qualification for this Solicitation, the Proposer should have at least two (2) years experience providing recycling service to government or business offices or commercial establishments that included the collection for recycling of office paper, cardboard, and metal, plastic, and glass containers.

**2.4 Requirements and Services to be Provided**

**A. Collection Services**

The selected Proposer shall:

1) Begin providing the collection services stated herein within three (3) months after the issuance of a Notice-To-Proceed (NTP) by the County.
2) Collect recycled materials as referenced above in Section 2.1, following a single-stream or multi-stream process. The selected Proposer shall provide a collection schedule for County approval prior to beginning collection services, but no later than 30 days after NTP. The selected Proposer shall adhere to the approved schedule. Any modification to the approved schedule shall be submitted in writing for review and approval by the County before the modification is implemented.
3) Remove and or clean-up, at the end of each pickup, any hazardous or non-hazardous spillage of fluids and/or litter, made during the collection of the recycled materials, and dispose of said materials and or litter in an appropriate manner.
4) Notify the applicable Department's contact(s) by email if non-recyclable residue is collected from the container. The selected Proposer shall properly dispose of non-recyclable residue from the incoming recyclable material stream(s).
5) Dispose or deliver recyclable materials to a solid waste disposal facility.
6) Provide collection services to County facilities as specified in the Facility Report. Most facilities require services once per week, while others may require service every other week, and up to seven days a week for others, as required by the County and pursuant to the Facility Data Report.
7) Provide monthly performance reports, electronically or in other approved format, to the County's Project Manager by the 6th day of each month, for the preceding month. The monthly performance reports shall include, but not be limited to, the following:
   a) Date of the report.
   b) Each County facility by name and address, sorted by Department, with the number and size of containers, recyclable material picked up, and the number of pick-ups.
   c) County facilities added and/or removed during said month, with the associated date of addition and/or removal.
   d) The tonnage collected if single-stream: Price for single stream materials and cardboards

collected separately for time period.
e) Price for each commodity and rebate paid to County for 1) mixed paper, 2) cardboard, and 3) commingled plastic, glass, and metal recyclables for the time period.
f) Copy of weight tickets issued by the Material Recovery Facility (MRF).

8) Provide monthly invoices, per facility, to each managing Department as listed on the Facility Data Report. Invoices must include the department's name, facility name and address/location; container size; number of times services were provided during the invoice period; and material types hauled (e.g. cardboard, paper, or comingled materials) during the invoice period.

9) Comply with Performance Guarantee Provisions, Section 2.12.

10) Be responsible for repairing and/or replacing any County property that is damaged by the selected Proposer(s) during the performance of these services.

11) Provide a rebate to the County from the sale of the recyclables collected in the County's Recycling Program. Revenue shall be based on the following:
a) Mixed paper revenue shall be based on a percentage of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets).
b) Corrugated cardboard (as a separate stream): Price based on a percentage of the first full week of the month "Old Corrugated Containers (OCC)" price for the Southeast as published by The Yellow Sheet - Official Board Markets.
c) Commingled materials revenue shall be based on a price per ton.

**B. General Services**

The selected Proposer shall:

1) Provide, at no cost to the County, training for County janitorial staff and vendors, facility managers and other County staff regarding the recycling procedures to effectively prepare recyclable material generated at County facilities for pick-up. Such training may include participation in a County-sponsored presentation (or similar), and on-site training.
2) Pass security clearances and obtain Contractor Identification (ID) Badges for various County departments that operate under strict security regulations. Procedures will include personal and/or corporate criminal Background Checks for employees and subcontractors, paid by the selected Proposer, prior to accessing or working on County property. The current departments (subject to change) that require security clearances are Aviation, Water & Sewer, Seaport, and Corrections & Rehabilitation Departments. The cost of ID cards for employees is the responsibility of the selected Proposer. These security measures must be taken into consideration when proposing.
3) Ensure employees and subcontractors wear and display identification badges at all times while on County property.

**2.5 Vehicles and Equipment**

The selected Proposer shall have at all times, and in good working condition, such vehicles and equipment to permit the selected Proposer to adequately and efficiently perform the services herein.

A. Recycling Collection Vehicles

Each recycling collection vehicle shall comply with applicable federal, state and local regulations (i.e., Florida Department of Transportation, U.S. Environmental Protection Agency, etc.), meet industry standards, be licensed, and be approved by the County's Project Manager.

B. Condition of Equipment

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times in service. During service, vehicles shall not emit excessive odor, shall not discharge fluids, shall not emit visible air emissions, and shall comply with all applicable noise ordinances and laws. The paint on vehicles shall be maintained.

C. Spills of Fluids and Littering
The selected Proposer shall respond within two hours of written notification from the County to properly clean-up all spills of fluids and remove any litter as a result of providing these services.

Note: Repairs of vehicles and equipment owned by the selected Proposer shall be done at the selected Proposer's expense. Repairs shall be made in a timely manner so that recycling materials are not permitted to accumulate.

**2.6 Collection Containers**

The selected Proposer shall provide and position various size containers ranging from 95 gallon wheeled carts, four (4) and/or eight (8) cubic yard containers, and/or other containers, as approved by the County. Some containers may require a locking mechanism. Selected Proposer is solely responsible for maintaining containers and repairing/replacing as needed. Ownership of the containers remains with the selected Proposer.

A. Wheeled Carts shall have lids, functional wheels and handles, and be appropriate for containing recycled materials.

B. Dumpsters shall have lids, drain holes with plugs, and wheels as dictated by site conditions and facility manager.

C. All collection containers shall be kept clean, safe, and in good repair at all times of service. During service, containers shall not emit excessive odor and shall not discharge fluids. Container paint shall be maintained in good condition and graffiti free.

**2.7 Addition and/or Deletion of Facilities and/or Services**

A. Addition of Facilities
The County, at its sole discretion, may add facilities to a zone based on location of the facility. The selected Proposer awarded that zone will be invited to submit a price proposal for the additional facilities. The County may negotiate the price for providing services to the additional facilities, in the best interest of the County, and in accordance with the contract terms and pricing. However, the selected Proposer awarded a Zone is not guaranteed to provide the services to the new facility.

B. Deletion of Facilities
The County may delete service for any facility when such service is no longer required; upon fourteen (14) calendar days written notice to the selected Proposer(s). In the event that a facility is deleted, selected Proposer shall remove all containers owned by selected Proposer within seven (7) calendar days of written notification by the County. If said container(s) are not removed with the seven days, a fine may be enforced that could meet/exceed the cost of the container. Any containers not removed will become the property of the County.

C. Additional Pickups
Aside from the regular scheduled pick-ups, the County reserves the right to have additional pick-ups for routine or special events, or other needs at any given facility. Additional pickups will be charged at a separate, additional price than the regular services (refer to Form B, Price Proposal Schedule).

D. Additional Containers
The County reserves the right to require additional containers (e.g., 95 gallon carts, dumpsters, pallets) including pickup service at any given facility if an increase to the service level is required. Additional containers will be charged at a separate, additional price than the regular services (refer to Form B, Price Proposal Schedule).

## 2.8 Optional Compactors and/or Compactor Service

The County, as an optional service, may request the addition of compactors and/or compactor service at some County facilities. The County will negotiate the price for providing the compactors and/or compactor service, in the best interest of the County.

## 2.9 Assignment of Zones

The County intends to award only **ONE** selected Proposer for **EACH** Zone. However, Proposers may be awarded more than one Zone. In the event that a Zone becomes available for re-assignment (i.e., a selected Proposer is terminated), the County reserves the right to award the Zone to another entity or to another selected Proposer awarded a contiguous zone at the same rates, or the County will negotiate the price for providing these services, in the best interest of the County.

## 2.10 Performance Guarantee Provisions

Listed below are the performance guarantees that the County anticipates including as part of any agreement issued as a result of this Solicitation. Failure to correct these deficiencies within twenty-four (24) hours of notification by the Project Manager or facility managers, in accordance with the Scope of Services and to the satisfaction of the County, shall cause the selected Proposer to be subject to administrative charges in the amount listed below for each and every calendar day the work remains incomplete. Charges that have been assessed will be deducted against the monthly invoices received by the selected Proposer for that facility or where the outstanding invoices are insufficient the County may invoice the selected Proposer. Repeated failures to comply with the Contract requirements may result in a non-performance report being generated.

The County reserves the right to find the selected Proposer in default of the Contract for failure to perform whether deductions have been taken or not.

A. Missed Pickups
   Failure or neglect to collect Recyclable Materials from any scheduled County facility: Each occurrence $200 per facility.

B. Spills of Fluids and Litter
   Failure to clean up spills of fluids and/or to pick up litter resulting from the loading and/or transportation of Recyclable Materials, within two hours of written notification from the County: Each incident $100 per facility.

C. Failure to Report
   Failure to provide monthly report by the sixth day of the following month: $50.00 per calendar day after due date.

# 3.0 RESPONSE REQUIREMENTS

## 3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers may propose on one Zone, more than one, or on all Zones. However, the Proposer must designate the Proposer's order of preference for award of each Zone that the Proposer is proposing on.

Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required. The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 4.0 EVALUATION PROCESS

### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 Evaluation Criteria

Proposals will be evaluated and ranked by an Evaluation/Selection Committee on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member. Proposals will be evaluated by Zone. Proposals will receive one score per Evaluation/Selection Committee member for the Technical Criteria and Price Criteria shown below per each Zone Proposer bids on.

| Technical Criteria | Points |
|---|---|
| 1. Proposer's relevant recycling experience, qualifications, and past performance | 35 |
| 2. Relevant recycling experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | 15 |
| 3. Proposer's approach to providing the services requested in this Solicitation | 20 |
| **Price Criteria** | **Points** |
| 4. Proposer's proposed price | 15 |
| 5. Proposer's proposed rebate | 15 |

### 4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### 4.4 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals, per Zone, of those Proposers remaining in consideration. Such proposals will receive one price score per Zone for which a price proposal is submitted per Evaluation/Selection Committee member.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of

the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

**4.5 Selection Factor**

A) A Selection Factor is not applicable to Zone K.

B) **Zones A, B, C, D, E, F, G, H, I, and J,** include a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://new.miamidade.gov/business/business-development.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

**4.6 Local Certified Service-Disabled Veteran's Business Enterprise Preference**

A) A Selection Factor is not applicable to Zone K.

B) **Zones A, B, C, D, E, F, G, H, I, and J** include a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

**4.7 Local Preference** (Not applicable to Zone K. Applicable to **Zones A, B, C, D, E, F, G, H, I, and J)**

A) A Selection Factor is not applicable to Zone K.

B) The evaluation of competitive solicitations for **Zones A, B, C, D, E, F, G, H, I, and J** is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see Form A-4). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

**4.8 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion,

begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

### 4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

### 4.10 Rights of Protest

A recommendation may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

## 5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

**(Not applicable to Zone K. Applicable to Zones A, B, C, D, E, F, G, H, I, and J)**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

**(Not applicable to Zone K. Applicable to Zones A, B, C, D, E, F, G, H, I, and J)**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

## 6.0 ATTACHMENTS

Form of Agreement
Attachment 1: Map of Recycling Zones
Attachment 2: Supplemental General Condition
Proposal Submission Package

**County Facilities Recycling Program**

**Contract No. RFQ841**

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Ecological Paper Recycling , Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2350 NW 149th Street, Opa Locka, Florida 33054 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a recycling program for County facilities, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 841 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated December 5, 2012, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

## ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Living Wage Supplemental General Conditions (Appendix C), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 841 and all associated addenda, and the Contractor's Proposal.

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

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

d) The word "Contractor" to mean Ecological Paper Recycling, Inc. and its permitted successors and assigns.

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

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

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

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

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

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

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

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

## ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), Price Schedule (Appendix B), Living Wage Supplemental General Conditions (Appendix C), any appendices, 3) the Miami-Dade County's RFQ No. 841, and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

## ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

## ARTICLE 4. NATURE OF THE AGREEMENT

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

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

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

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two, additional three-year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

## ARTICLE 6. NOTICE REQUIREMENTS

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

(1) **to the County**

a) to the Project Manager:

Miami-Dade County
Miami-Dade Resource Conservation Committee
701 NW 1st Court, 2nd Floor
Miami, FL 33136
Attention: Chairman
Phone: (305) 372-6784
Fax: (305) 372-6419

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-2363
Fax: (305) 375-2316

**(2) To the Contractor**

Ecological Paper Recycling, Inc.
2350 NW 149th Street
Opa Locka, FL 33054
Attention: William Hernandez, Vice President
Phone: (305) 688-8159
Fax: (305) 688-8953
E-mail: willieh1957@hotmail.com

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

## ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

## ARTICLE 8. PRICING

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

Prior to exercising any option to renew period, the County may consider a onetime adjustment to price for that option period, based upon the latest issue of the Consumer Price Index (CPI) and Producer Price Index (PPI) published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items, Miami-Fort Lauderdale, FL area.

1) Price Schedule – Prices for services including additional services:
   a. CPI for all Urban Consumers, All items, Miami-Ft. Lauderdale, FL areas. Price adjustments shall not exceed 3% of the then current price.

2) Price Schedule, Rebates:
   a. Mixed Paper – PPI for Material Recyclers (mixed wastepaper – 42993042993032)
   b. Corrugated Cardboard – PPI for Material Recyclers (corrugated wastepaper – 42993042993033)

c. Commingled Material – PPI for Material Recyclers (recycled materials, excludes metals and paper – 4299304299304)

It is the Contractor's responsibility to request the pricing adjustment under this provision. For the adjustment to be applied to an option period, the Contractor's request for the adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. If no adjustment request is received from the Contractor, the County may exercise the optional term without pricing adjustment. Any adjustment request received after the ninety (90) day deadline before an option period will be considered for the next option period. The County will adjust rebates on the first day of all exercised option periods.

## ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. Wherein there may be errors in the Total when billing, the rates in Appendix B, Price Schedule, shall prevail and the County maintains the right to correct any Total prepared by the Contractor.

The Contractor shall also remit to the County all rebates owed to the County pursuant to Appendix B – Price Schedule. The rebates shall be remitted by the 15th day of the month for the preceding month and documentation for all rebates shall be included in the monthly performance reports stipulated in Appendix A, Scope of Services, Section 2.4(A.)(8.).

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

| | | |
|---|---|---|
| **Animal Services**<br>Virginia Diaz<br>7401 NW 74 Street<br>Medley, FL 33166<br>(305) 418-7155<br>xmordco@miamidade.gov | **Aviation**<br>Manuel Bazzani<br>P.O. Box 526624<br>Miami, FL 33122-6624<br>305-869-3615<br>mbazzani@miami-airport.com | **Community Action and Human Services**<br>Kyra H. King<br>2525 NW 62nd Street,4th Floor<br>Miami, FL 33147<br>(305)514-6068<br>KEH@miamidade.gov |
| **Corrections and Rehabilitation**<br>Maria Madruga<br>2525 NW 62 Street,2nd Floor<br>Miami, FL, 33147<br>786-263-5924<br>Mma1@miamidade.gov | **Fire Rescue**<br>Julie Santana<br>9300 NW 41 Street<br>Doral, Fl. 33178<br>786-331-4526<br>jullean@miamidade.gov | **Internal Services/General Services Adm.**<br>Hernan Torres<br>111 NW 1st Street<br>Miami, FL 33128<br>305-375-4448<br>ht8528@miamidade.gov |
| **Libraries**<br>David Wilson<br>Main Library- Accounts Payable<br>101 West Flagler Street<br>Miami, FL 33130<br>305-375-5178<br>davwils@miamidade.gov | **Park, Recreation and Open Spaces (PROS)**<br>Jorge Rodriguez<br>275 NW 2nd Street, 3rd Floor<br>Miami, FL 33128<br>305-755-7909<br>JYR@miamidade.gov | **PROS, R.A.A.M.**<br>Norman Bradley<br>7998 SW 107 Avenue<br>Miami, FL 33173<br>305 270-1790 ext. 115<br>nbrad@miamidade.gov |
| **Police**<br>Maria Carrasquillo<br>9105 NW 25 Street, Room 3049<br>Miami, FL 33172<br>305-471-2597<br>mtcarrasquillo@mdpd.com | **Public Housing and Community Development**<br>Indira Rajkumar<br>701 NW 1 Court,14th Floor<br>Miami, FL 33136<br>Indi@miamidade.gov | **Public Works and Waste Management (PWWM) Finance Division**<br>Ruth Rodriguez<br>rer@miamidade.gov<br>Luciano Soto<br>sl35012@miamidade.gov |
| **PWWM, Mosquito Control**<br>Karla Vazquez<br>8901 NW 58th Street<br>Miami, FL 33128<br>305-592-1187<br>kfi@miamidade.gov | **PWWM, Road, Bridge and Canal Maintenance**<br>Frank Davis<br>9301 NW 58 St<br>Miami, FL 33178<br>(305) 592-3116<br>davif@miamidade.gov | **PWWM, Solid Waste**<br>Jeanmarie Massa<br>2525 NW 62 Street,<br>5th Floor<br>Miami, FL 33147<br>massaj@miamidade.gov |
| **PWWM, Traffic Signals & Signs**<br>James Jackson<br>7100 NW 36 Street<br>Miami, FL 33128<br>305.592.8925<br>jhj@miamidade.gov | **Seaport**<br>Phillip Rose<br>1015 N. American Way<br>Miami, FL 33132<br>305-347-4809<br>seaport@miamidade.gov | **Transit**<br>Laverne Rentz<br>3401 NW 31st Street<br>Miami, FL 33142<br>305-638-7224<br>lrentz@miamidade.gov |
| **Vizcaya**<br>Zoe Caballero<br>3251 South Miami Avenue<br>Miami, FL 33129<br>(305) 860-8432<br>zoe.caballero@vizcayamuseum.org | **Water and Sewer Department**<br>Accounts Payable<br>P.O. Box 330316<br>Miami, FL 33233-0316<br>acaveda@miamidade.gov | **Cultural Affairs**<br>Marie Denis<br>111 NW 1st Street<br>6th Floor<br>Miami, FL 33128<br>mdenis@miamidade.gov |

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

Miami-Dade County
Resource Conservation Committee
701 N.W. 1st Court, 2nd Floor
Miami, FL 33136
Attention: Carlos Medina

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

## ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

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

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

2. Commercial General Liability Insurance on a comprehensive basis 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than **$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and truckers Coverage Forms.

   ** **Under no circumstances** are Contractors **permitted on the Aviation Department, Aircraft Operating Airside (A.O.A.) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be permitted. The $1 million limit applies at all other airports.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

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

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

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

## ARTICLE 11. MANNER OF PERFORMANCE

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

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any

Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

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

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

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

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

## ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

## ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

## ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

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

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

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

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

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

**ARTICLE 15. MUTUAL OBLIGATIONS**

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

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

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

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

**ARTICLE 17. AUDITS**

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

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

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

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

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

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

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

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

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

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

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

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

**ARTICLE 22. SEVERABILITY**

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

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

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

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

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

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

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");
ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-

cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

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

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

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

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

g) All compensation pursuant to this Article are subject to audit.

## ARTICLE 24. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

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

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

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

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

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

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives

such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

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

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## ARTILE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

## ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

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

c) such other direct damages.

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

## ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

## ARTICLE 28. CONFIDENTIALITY

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

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

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

**ARTICLE 29. PROPRIETARY RIGHTS**

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

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

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

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its

subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## ARTICLE 30. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

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

17. ***Small Business Enterprises***

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

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

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

**ARTICLE 31. INSPECTOR GENERAL REVIEWS**
(Not applicable to Zone K. Applicable to Zones A, B, C, D, E, F, G, H, I, and J)

***Independent Private Sector Inspector General Reviews***

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

***Miami-Dade County Inspector General Review***
According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k)

management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

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

## ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

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

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

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for

employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

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

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

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

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

## ARTICLE 33. NONDISCRIMINATION

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

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

## ARTICLE 34. CONFLICT OF INTEREST

The Contractor represents that:

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

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

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

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

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

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

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

## ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

would be harmful to the public interest or is in any way undesirable; and

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

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 36. BANKRUPTCY**

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

**ARTICLE 37. GOVERNING LAW**

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

**ARTICLE 38. COUNTY USER ACCESS PROGRAM (UAP)**
(Not applicable to Zone K. Applicable to Zones A, B, C, D, E, F, G, H, I, and J)

**a) User Access Fee**

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

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

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP

Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

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

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

**c) Contractor Compliance**

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

## ARTICLE 39. WARRANTY OF TITLE TO EQUIPMENT

Contractor hereby warrants and represents that any and all compactors provided hereunder shall be new and unused. The County and the Contractor will make payment arrangements for said compactors by mutual agreement pursuant to Appendix A, Scope of Service. Upon final payment for each compactor, the Contractor shall provide the County good and clear title thereto, free and clear of all liens and encumbrances.

## ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

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

## ARTICLE 41. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such

performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes by Contractor personnel), or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots, strikes (not including strikes of personnel of the Contractor's suppliers or subcontractors), or war.

**ARTICLE 42. SURVIVAL**

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

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

| Contractor | Miami-Dade County |
|---|---|
| By: _____ | By: _____ |
| Name: WILLIAM HERNANDEZ | Name: _____ |
| Title: VICE PRESIDENT | Title: _____ |
| Date: 4-5-2013 | Date: _____ |
| Attest: _____ | Attest: _____ |
| Corporate Secretary/Notary Public | Clerk of the Board |
| Corporate Seal/Notary Seal | Approved as to form and legal sufficiency |
| | _____ |
| | Assistant County Attorney |

RICHARD JAMES JENNETTE
MY COMMISSION # DD945294
EXPIRES February 17, 2014
(407) 398-0153 FloridaNotaryService.com

## APPENDIX A

## SCOPE OF SERVICES

### 1. Background/Overview

The Energy, Climate Change, and Economic Security Act of 2008 (House Bill 7135) signed into law by the Florida Governor, created Section 403.7032, Florida Statutes. The law establishes a statewide recycling goal to reduce recyclable solid waste to landfills by 75% by the year 2020. The County is contracting to implement a comprehensive Program which includes collecting and transporting recyclable materials from County facilities. The Program includes two collection methods: 1) Curbside Services (CS) recycling for smaller County facilities, serviced by collecting recycled materials from designated recycling containers placed curbside (at the right of way); and 2) Point of Service (POS) recycling for larger County facilities, serviced by collecting from a central location or a series of locations on a route within each facility.

Currently, paper and cardboard are collected weekly for recycling at most of the County's facilities using 95 gallon, four (4) and/or eight (8) cubic yard containers in various locations throughout the facility. The Program will improve environmental sustainability by increasing the number of County facilities participating in recycling, and will reduce the overall waste stream generated by County facilities by expanding the types of materials being recycled. Any carbon credits that may be attributed to the Program will be under sole ownership of the County.

The County has been divided into eleven (11) geographical zones that will service close to 500 County facilities. Refer to Attachments 1 and 2, Facilities by County Department, Level of Service by Zone, which is provided as a separate file online. The Contractor shall provide all facilities within a zone with a single-stream Program (placing all recyclable materials together) or multiple-stream Program (maintaining mixed paper, cardboard and commingled glass, plastic, and metal separate from each other throughout processing). Please note that even for facilities within a Zone where there is a single-stream Program, cardboard must be treated as a separate stream for designated facilities where large volumes of cardboard are expected to be generated. Effectively, these facilities would be considered dual-stream, rather than single-stream. For a multi-stream recycling Program, mixed paper shall neither be combined with cardboard nor with commingled materials (i.e., glass, plastic, and metal containers).

The County reserves the right to add other recyclable materials to the existing stream(s) upon mutual agreement with the Contractor. The costs for these additional recyclable materials and the applicable equipment needed will be negotiated, as the need arises. Recyclable materials to be included in the Solicitation include the following:

1) Mixed paper:
   - Office paper, newspaper, magazines, catalogs, paperback books, file folders, paper envelopes, paper board and may include corrugated cardboard.
   - Palletized hardback books to be collected at selected facilities.

2) Cardboard only:
   - Corrugated cardboard

3) Commingled materials:
   - Glass, plastic, and metal containers of the type typically generated by food and beverage consumption.

### 2. Minimum Qualification Requirement

The Contractor shall maintain a General Hauler Permit, issued by the Miami-Dade County Department of Public Works and Waste Management Department through the contract term, including any extension or renewal periods, as this is a continuing condition of the award and contract.

**3. Preferred Qualifications**

The County has relied on the Contractor's proposal to determine that the Contractor has met the preferred requirement of at least two years' experience providing recycling service to government or business offices or commercial establishments, that included the collection for recycling of office paper, cardboard, and metal, plastic, and glass containers.

**4. Requirements and Services to be Provided**

**A. Collection Services**

The Contractor shall:

1) Begin providing the collection services stated herein within three (3) months after the issuance of a Notice-To-Proceed (NTP) by the County.

2) Collect recycled materials as referenced above in Section 1, following a single-stream or multi-stream process. The Contractor shall provide a collection schedule for County approval prior to beginning collection services, but no later than 30 days after NTP. The Contractor shall adhere to the approved schedule. Any modification to the approved schedule shall be submitted in writing for review and approval by the County before the modification is implemented.

3) Remove and or clean-up, at the end of each pickup, any hazardous or non-hazardous spillage of fluids and/or litter, made during the collection of the recycled materials, and dispose of said materials and or litter in an appropriate manner.

4) Notify the applicable Department's contact(s) by email if non-recyclable residue is collected from the container. The Contractor shall properly dispose of non-recyclable residue from the incoming recyclable material stream(s).

5) Dispose or deliver recyclable materials to a solid waste disposal facility.

6) Provide collection services to County facilities as specified in Attachment 2, Level of Service by Zone. Most facilities require services once per week, while others may require service every other week, and up to seven days a week for others, as required by the County and pursuant to the Facility Data Report.

7) Provide monthly performance reports, electronically or in other approved format, to the County's Project Manager by the 6th day of each month, for the preceding month. The monthly performance reports shall include, but not be limited to, the following:

   a) Date of the report.

   b) Each County facility by name and address, sorted by department, with the number and size of containers, recyclable material picked up, and the number of pick-ups.

   c) County facilities added and/or removed during said month, with the associated date of addition and/or removal.

   d) The tonnage collected if single-stream: Price for single stream materials and cardboards collected separately for time period.

   e) Price for each commodity and rebate paid to County the below for recyclables for the time period.
      - Commingled materials (plastic, glass, aluminum, steel) with mixed paper;
      - Corrugated cardboard;
      - Mixed paper; and
      - Commingled material (plastic, glass, aluminum and steel).

   f) Copy of weight tickets issued by the Material Recovery Facility (MRF).

8) Provide monthly invoices, per facility, to each managing department as listed Article 9, Methods and Times of Payment, of the Contract. Invoices must include the department's name, facility name and address/location; container size; number of times services were provided during the invoice period; and material type hauled (e.g. cardboard, paper, or comingled materials) during the invoice period.

9) Comply with Performance Guarantee Provisions (refer to Section 10 herein).

10) Be responsible for repairing and/or replacing any County property that is damaged by the Contractor(s) during the performance of these services.

11) Provide a rebate to the County from the sale of the recyclables collected in the County's Recycling Program. Revenue shall be based on the following:

a) Mixed paper revenue shall be based on a percentage of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets).

b) Corrugated cardboard (as a separate stream): Price based on a percentage of the first full week of the month "Old Corrugated Containers (OCC)" price for the Southeast as published by The Yellow Sheet - Official Board Markets.

c) Commingled materials (plastic, glass, aluminum and steel) shall be based on a percentage of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets).

**B. General Services**

The Contractor shall:

1) Provide, at no cost to the County, training for County janitorial staff and vendors, facility managers and other County staff regarding the recycling procedures to effectively prepare recyclable material generated at County facilities for pick-up. Such training may include participation in a County-sponsored presentation (or similar), and on-site training.

2) Pass security clearances and obtain Contractor Identification (ID) Badges for various County departments that operate under strict security regulations. Procedures will include personal and/or corporate criminal Background Checks for employees and subcontractors, paid by the Contractor, prior to accessing or working on County property. The current departments (subject to change) that require security clearances are Aviation, Water & Sewer, Seaport, and Corrections & Rehabilitation Departments. The cost of ID cards for employees is the responsibility of the Contractor. These security measures must be taken into consideration when proposing.

3) Ensure employees and subcontractors wear and display identification badges at all times while on County property.

**5. Vehicles and Equipment**

The Contractor shall have at all times, and in good working condition, such vehicles and equipment to permit the Contractor to adequately and efficiently perform the services herein.

A. Recycling Collection Vehicles

Each recycling collection vehicle shall comply with applicable federal, state and local regulations (i.e., Florida Department of Transportation, U.S. Environmental Protection Agency, etc.), meet industry standards, be licensed, and be approved by the County's Project Manager.

B. Condition of Equipment

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times in service. During service, vehicles shall not emit excessive odor, shall not discharge fluids, shall not emit visible air emissions, and shall comply with all applicable noise ordinances and laws. The paint on

vehicles shall be maintained.

C. Spills of Fluids and Littering
The Contractor shall respond within two hours of written notification from the County to properly clean-up all spills of fluids and remove any litter as a result of providing these services.

Note: Repairs of vehicles and equipment owned by the Contractor shall be done at the Contractor's expense. Repairs shall be made in a timely manner so that recycling materials are not permitted to accumulate.

**6. Collection Containers**

The Contractor shall provide and position various size containers ranging from 95 gallon wheeled carts, four (4) and/or eight (8) cubic yard containers, and/or other containers, as approved by the County. Some containers may require a locking mechanism. Contractor is solely responsible for maintaining containers and repairing/replacing as needed. Ownership of the containers remains with the Contractor.

A. Wheeled Carts shall have lids, functional wheels and handles, and be appropriate for containing recycled materials.

B. Dumpsters shall have lids, drain holes with plugs, and wheels as dictated by site conditions and facility manager.

C. All collection containers shall be kept clean, safe, and in good repair at all times of service. During service, containers shall not emit excessive odor and shall not discharge fluids. Container paint shall be maintained in good condition and graffiti free.

**7. Addition and/or Deletion of Facilities and/or Services**

A. Addition of Facilities
The County, at its sole discretion, may add facilities to a zone based on location of the facility. The Contractor awarded that zone will be invited to submit a price proposal for the additional facilities. The County may negotiate the price for providing services to the additional facilities, in the best interest of the County, and in accordance with the contract terms and pricing. However, the Contractor awarded a Zone is not guaranteed to provide the services to the new facility.

B. Deletion of Facilities
The County may delete service for any facility when such service is no longer required; upon fourteen (14) calendar days written notice to the Contractor(s). In the event that a facility is deleted, Contractor shall remove all containers owned by Contractor within seven (7) calendar days of written notification by the County. If said container(s) are not removed with the seven days, a fine may be enforced that could meet/exceed the cost of the container. Any containers not removed will become the property of the County.

C. Additional Pickups
Aside from the regular scheduled pick-ups, the County reserves the right to have additional pick-ups for routine or special events, or other needs at any given facility. Additional pickups will be charged at a separate, additional price than the regular services (refer to Form B, Price Proposal Schedule).

D. Additional Containers
The County reserves the right to require additional containers (e.g., 95 gallon carts, dumpsters, pallets) including pickup service at any given facility if an increase to the service level is required. Additional containers will be charged at a separate, additional price than the regular services (refer to Form B, Price Proposal Schedule).

**8. Optional Compactors and/or Compactor Service**

The County, as an optional service, may request the addition of compactors and/or compactor service at some County facilities. The County will negotiate the price for providing the compactors and/or compactor service, in the best interest of the County.

**9. Assignment of Zones**

In the event that a Zone(s) becomes available for re-assignment (i.e., Contractor is terminated), the County reserves the right to award the Zone(s) to another entity, or to another Contractor awarded a contiguous zone at the same rates, or the County will negotiate the price for providing these services, in the best interest of the County.

**10. Performance Guarantee Provisions**

Failure to correct the below deficiencies within twenty-four hours of notification by the County Project Manager or Facility Managers, in accordance with Appendix A, Scope of Services, and to the satisfaction of the County, shall cause the Contractor to be subject to administrative charges in the amount listed below for each and every calendar day the work remains incomplete. Charges that have been assessed will be deducted against the monthly invoices received by the Contractor for that facility, or where the outstanding invoices are insufficient to cover the charge, the County may invoice the Contractor for said amount. Repeated failures to comply with the Contract requirements may result in a non-performance report being generated.

The County reserves the right to find the Contractor in default of the Contract for failure to perform whether deductions have been taken or not.

a) Missed Pickups
Failure or neglect to collect recyclable materials from any scheduled County facility: Each occurrence $200 per facility.

b) Spills of Fluids and Litter
Failure to clean up spills of fluids and/or to pick up litter resulting from the loading and/or transportation of Recyclable Materials, within two hours of written notification from the County: Each incident $100 per facility.

c) Failure to Report
Failure to provide monthly report by the sixth day of the following month: $50.00 per calendar day after due date.

Attachments:

Attachment 1: Facilities by County Department
Attachment 2: Level of Service by Zone

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| **Aviation Department** | | | | | |
| F6B5 | Fire Department Station 59 Airport North Side | NA | NA | NA | NA |
| I3A2 | Tamiami Airport Operations | NA | NA | NA | NA |
| I3A4 | Fire Air Rescue South (Air Rescue) | NA | NA | NA | NA |
| I5A6 | Fire Station 25 Opa-Locka Air Port | NA | NA | NA | NA |
| I5A8 | Opa-Locka Airport Operations (MDAD Administration Building) | NA | NA | NA | NA |
| I6A3 | Fire Department Station 12 Miami International Air | NA | NA | NA | NA |
| I6A8 | Miami International Airport Terminal | NA | NA | NA | NA |
| I6B1 | Miami International Airport (Airside Operations) | NA | NA | NA | NA |
| I6B2 | Miami International Airport Building 5A (West Side) | NA | NA | NA | NA |
| I6B9 | Miami International Airport Building 100 | NA | NA | NA | NA |
| I6E8 | Miami International Airport Building 846, Fire Station (Airside) | NA | NA | NA | NA |
| I6F8 | Miami International Airport Building 3030 | NA | NA | NA | NA |
| I6G1 | Miami International Airport Building 3040 | NA | NA | NA | NA |
| I6G2 | Miami International Airport Building 3040 Warehouse | NA | NA | NA | NA |
| **Community Action Agency** | | | | | |
| B8A2 | Perrine Community Enrichment Center | 17801 | | Homestead | AVE |
| C2A5 | Jackson Dade | 801 | NW | 17 | ST |
| E516 | Liberty City Community Enrichment Center | 6100 | NW | 7 | AVE |
| G3C5 | Colonel Henry Zubkoff | 55 | NW | 199 | ST |
| G6B9 | Miami Gardens Community Enrichment Center | 16405 | NW | 25 | AVE |
| **Public Works Department** | | | | | |
| B2F8 | Public Works Rights of Way Assets and Aesthetics Management | 7998 | SW | 107 | AVE |
| C3F9 | Public Works Venetian Toll Plaza | 800 | | Venetian | WAY |
| C9A3 | Public Works Tolls Maintenance | 4299 | | Rickenbacker | CSWY |
| C9A4 | Public Works Rickenbacker Toll Plaza | 2601 | | Brickell | AVE |
| F2A6 | Public Works Mosquito Control | 8901 | NW | 58 | ST |
| F2A7 | Public Works Road, Bridge & Canal Maintenance | 9301 | NW | 58 | ST |
| F6B4 | Public Works Traffic Signals and Sign | 7100 | NW | 36 | ST |
| **Clerk of the Courts** | | | | | |
| C315 | Miami Beach City Hall | 1130 | | Washington | AVE |
| D527 | Courthouse East | 22 | NW | 1 | ST |
| F811 | Sweetwater Town Hall | 500 | SW | 109 | AVE |
| **Animal Services** | | | | | |
| F3A6 | Animal Services | 7401 | NW | 74 | ST |
| **Corrections and Rehabilitation** | | | | | |
| C2A4 | Corrections - Pretrial Detention Center | 1321 | NW | 13 | ST |
| C3A5 | Women's Detention Center | 1401 | NW | 7 | AVE |
| F4A1 | Metro West Detention Center | 13850 | NW | 41 | ST |
| F6A6 | Corrections Stockade | 6950 | NW | 41 | ST |
| F6A7 | Corrections TGK | 7000 | NW | 41 | ST |
| F6A8 | Boot Camp | 6950 | NW | 41 | ST |
| F6B1 | Food Administration Building | 3595 | NW | 72 | AVE |
| G513 | Corrections Warehouse | 7845-7855 | NW | 148 | ST |
| **Fire Rescue** | | | | | |
| A2A1 | Fire Department Station 5 Princeton | 13150 | SW | 238 | ST |
| A2A2 | Fire Department Station 60 Redlands | 17605 | SW | 248 | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| A3A3 | Fire Department Station 34 Cutler Ridge | 10850 | SW | 211 | ST |
| A3C9 | Fire Department Station 55 Saga Bay | 21501 | SW | 87 | AVE |
| A3D1 | Fire Department Station 52 South Miami Heights | 12105 | | Quail Roost | DR |
| A4A3 | Fire Department Station 6 Modello | 15890 | SW | 288 | ST |
| A5B3 | Fire Department Station 16 Homestead/Florida City | 325 | NW | 2 | ST |
| A5E1 | Fire Department Station 65 East Homestead | 1350 | SE | 24 | ST |
| A5E2 | Fire Department Station 66 Village of Homestead | 3100 | SE | 8 | ST |
| A5E5 | Fire Department Urban Search and Rescue (USAR) | 360 | | Coral Sea | BLVD |
| A5E6 | Fire Department Urban Search and Rescue (USAR WHSE) | 755 | | St.Nazaire | BLVD |
| B1A1 | Fire Department Station 37 West Bird | 4200 | SW | 142 | AVE |
| B1B2 | Fire Department Station 56 West Sunset | 16250 | SW | 72 | ST |
| B2C2 | Fire Department Station 57 West Kendall | 8501 | SW | 127 | AVE |
| B2C9 | Fire Department Station 13 Old Headquarters Bldg. | 6000 | SW | 87 | AVE |
| B2D1 | Fire Department Station 9 Kendall | 7777 | SW | 117 | AVE |
| B2F9 | Fire Department Urban Search and Rescue | 7900 | SW | 107 | AVE |
| B3B5 | Fire Department Station 14 South Miami | 6130 | SW | 72 | ST |
| B4A2 | Fire Department Station 36 Hammocks | 10001 | | Hammocks | BLVD |
| B6A2 | Fire Department Station 4 Coral Reef | 9201 | SW | 152 | ST |
| B5B9 | Fire Department Station 53 Turnpike South | 11600 | SW | Tumpike | HWY |
| B6A3 | Fire Department Station 23 Suniland/Pinecrest | 7825 | SW | 104 | ST |
| B6A5 | Fire Department Station 49 Pinecrest | 10850 | SW | 57 | AVE |
| B8B2 | Fire Department Station 43 Richmond | 13390 | SW | 152 | ST |
| B9A1 | Fire Department Station 50 Perrine | 9788 | | Hibiscus | ST |
| C9A1 | Fire Department Station 15 Key Biscayne | 2 | | Crandon | BLVD |
| C9B3 | Ocean Rescue Bureau | 4000 | | Crandon | BLVD |
| E2A7 | Fire Department Station 7 West Little River | 9350 | NW | 22 | AVE |
| E312 | Fire Department Station 27 North Bay Village | 7903 | | East | DR |
| E3G5 | Fire Department Station 30 Miami Shores/El Portal | 9500 | NE | 2 | AVE |
| E4A2 | Fire Department Station 2 Model Cities | 6460 | NW | 27 | AVE |
| E6F9 | Fire Department Station 42 Fisher Island | 65 | | Fisher Island | DR |
| F2C6 | Fire Department Station 45 Doral | 9710 | NW | 58 | ST |
| F2C7 | Fire Department Station 46 Medley | 10200 | NW | 116 | WAY |
| F2C8 | Fire Department Hazmat Warehouse | 8010 | NW | 60 | ST |
| F2C9 | Fire Department Station North Fire Shop (Penske) | 8141 | NW | 80 | ST |
| F5B3 | Fire Department Station 48 Fontainebleau | 8825 | NW | 18 | TER |
| F5B5 | Fire Headquarters Emergency Management | 9300 | NW | 41 | ST |
| F611 | Fire Department Station 35 Miami Springs | 201 | | Westward | DR |
| F6A4 | Fire Department Station 17 Virginia Gardens | 7050 | NW | 36 | ST |
| F6B5 | Fire Department Station 69 Airport North Side | 5680 | NW | 36 | ST |
| F7A3 | Fire Department Station 58 Tamiami | 12700 | SW | 6 | ST |
| F7C4 | Fire Department Station 61 Trail | 15155 | SW | 10 | ST |
| F8A1 | Fire Department Station 47 Westchester | 9361 | SW | 24 | ST |
| F8A3 | Fire Department Station 3 Tropical Park | 3911 | SW | 82 | AVE |
| F8A4 | Fire Department Station 29 Sweetwater | 351 | SW | 107 | AVE |
| F9A1 | Fire Department Station 40 West Miami | 975 | SW | 62 | AVE |
| G2H6 | Fire Department Station 1 Miami Lakes | 16599 | NW | 67 | AVE |
| G2H7 | Fire Department Station 51 Honey Hill | 4775 | NW | 199 | ST |
| G311 | Fire Department Station 63 Highland Oaks | 1655 | NE | 205 | ST |
| G3A4 | Fire Department Station 11 Carol City | 18705 | NW | 27 | AVE |
| G3A7 | Fire Department Station 8 Aventura | 2900 | | Aventura | BLVD |
| G3A9 | Fire Department Station 38 Norland | 575 | NW | 199 | ST |
| G402 | Fire Department Station 64 Miami Lakes West | 8205 | | Commerce | WAY |

**ATTACHMENT 1**

**Facilities by County Department**

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| G4A1 | Fire Department Station 44 Palm Springs North | 7700 | NW | 186 | ST |
| G5A9 | Fire Department Station 64 Miami Gardens | 15250 | NW | 27 | AVE |
| G614 | Fire Department Station 31 North Miami Beach | 17050 | NE | 19 | AVE |
| G6A5 | Fire Department Station 41 | 2270 | NE | Miami Gardens | DR |
| G6B2 | Fire Department Station 10 Sunny Isles Beach | 75 | NE | 172 | ST |
| G6D1 | Fire Department Station 32 Ueta | 358 | NE | 168 | ST |
| G6D2 | Fire Department Station 33 Aventura South | 2601 | | Point East | DR |
| G6D3 | Fire Department Station 22 Interama | 15655 | | Biscayne | BLVD |
| G6E1 | Ocean Rescue Bureau (Haulover) | 13700 | | Collins | AVE |
| G6E2 | Fire Department Station 21 Haulover | 13630 | | Collins | AVE |
| G7A1 | Fire Department Station 28 Hialeah Gardens | 10350 | NW | 87 | AVE |
| G8A1 | Fire Department Station 26 Opa-Locka | 3190 | NW | 119 | ST |
| G913 | Fire Department Station 19 North Miami West | 650 | NE | 131 | ST |
| G914 | Fire Department Station 20 North Miami East | 13000 | NE | 16 | AVE |
| H6D4 | Fire Department Station 39 Port of Miami | 641 | | Europe | WAY |
| H6D5 | Marine Safety Bureau | 901 | S | America | WAY |
| I3A4 | Fire Air Rescue South (Air Rescue) | 14150 | SW | 127 | ST |
| I5A6 | Fire Station 25 Opa-Locka Air Port | 4600 | NW | 148 | ST |
| I6A3 | Fire Department Station 12 Miami International Air | 4200 | NW | 21 | ST |
| **General Services Administration** | | | | | |
| A3A6 | GSA Fleet Management Transfer Shop | 10820 | SW | 211 | ST |
| A3A7 | South Dade Government Center | 10710 | SW | 211 | ST |
| A3B2 | South Dade Government Center Court Annex | 10710 | SW | 211 | ST |
| A3B4 | GSA Fleet Management Shop 3D (Solid Waste) | 24000 | SW | 97 | AVE |
| A4A1 | Cooperative Extension | 18710 | SW | 288 | ST |
| B2A1 | Data Processing Center | 5680 | SW | 87 | AVE |
| B2A2 | Emergency Operations center | 5680 | SW | 87 | AVE |
| B2C8 | Fleet Shop 3B | 7900 | SW | 107 | AVE |
| B2D2 | GSA Fleet Shop 2 Building 1 | 6100 | SW | 87 | AVE |
| B2E4 | ETSD Radio Shop | 6110 | SW | 87 | AVE |
| C212 | Metro Annex | 864 | NW | 23 | ST |
| C214 | Graham Building - State Attorney | 1350 | NW | 12 | AVE |
| C223 | Civic Park Plaza | 1469 | NW | 13 | TER |
| C2A3 | Richard E. Gerstein Criminal Justice Building | 1351 | NW | 12 | ST |
| C2A7 | Medical Examiner Main Building | 1810 | | Bob Hope | RD |
| C2B3 | Singer Plaza OCED | 1310 | NW | 18 | ST |
| C2E9 | Public Defenders | 1320 | NW | 14 | ST |
| C3B8 | Overtown Transit Village North | 701 | NW | 1 | CT |
| C3C1 | Overtown Transit Village South | 601 | NW | 1 | CT |
| C514 | Coral Gables Courthouse | 3100 | | Ponce De Leon | BLVD |
| D5A1 | Dade County Courthouse | 73 | W | Flagler | ST |
| D5A2 | Stephen P. Clark Center | 111 | NW | 1 | ST |
| D5A4 | Central Support Facility | 200 | NW | 1 | ST |
| D5A7 | Metro Flagler Building | 140 | W | Flagler | ST |
| D5A8 | Cultural Center | 101 | W | Flagler | ST |
| D5B7 | GSA Fleet Management Motor Pool | 201 | NW | 1 | ST |
| D5D1 | Courthouse Center | 175 | NW | 1 | AVE |
| D5D3 | Hickman Building | 275 | NW | 2 | ST |
| E5A5 | Caleb Center Main Building | 5400 | NW | 22 | AVE |
| E715 | Hialeah Courthouse | 11 | E | 6 | ST |
| E7A1 | Juvenile Justice Annex | 3302 | NW | 27 | AVE |
| E7C5 | GSA Trade Shops | 3501 | NW | 46 | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| E8A6 | GSA Fleet Shop 1 | 703 | NW | 25 | ST |
| F2A2 | GSA Fleet Shop 3 Solid Waste Management | 8801 | NW | 58 | ST |
| F4A2 | Lightspeed (Emergency Operations Center) | 11500 | NW | 25 | ST |
| F6A6 | Records Center | 9350 | NW | 12 | ST |
| F5B2 | Elections Headquarters | 2700 | NW | 87 | AVE |
| F6A3 | Materials Management | 2225 | NW | 72 | AVE |
| F711 | Building Department | 11805 | SW | 26 | ST |
| G5A1 | GSA County Store | 980 | W | 84 | ST |
| G6A4 | North Dade Justice Center | 15555 | | Biscayne | BLVD |
| A3A6 | GSA Fleet Management Transfer Shop | 10820 | SW | 211 | ST |
| A3B4 | GSA Fleet Management Shop 3D (Solid Waste) | 24000 | SW | 97 | AVE |
| B2C8 | Fleet Shop 3B | 7900 | SW | 107 | AVE |
| B2D2 | GSA Fleet Shop 2 Building 1 | 6100 | SW | 87 | AVE |
| D5B7 | GSA Fleet Management Motor Pool | 201 | NW | 1 | ST |
| E8A6 | GSA Fleet Shop 1 | 703 | NW | 25 | ST |
| F2A2 | GSA Fleet Shop 3 Solid Waste Management | 8801 | NW | 58 | ST |
| G2A7 | Landmark Administration # 1 | 20600 | NW | 47 | AVE |
| G2A8 | Landmark Keller Building # 2 | 20600 | NW | 47 | AVE |
| G2B1 | Landmark Chapel # 4 | 20600 | NW | 47 | AVE |
| G2B2 | Landmark Cafeteria # 5/5A | 20600 | NW | 47 | AVE |
| G2B3 | Landmark Dawn Building # 6 | 20600 | NW | 47 | AVE |
| G2B4 | Landmark Horizon Building # 7 | 20600 | NW | 47 | AVE |
| G2B5 | Landmark Adjunctive Therapy # 7 | 20600 | NW | 47 | AVE |
| G2B7 | Landmark Service Center # 9 | 20600 | NW | 47 | AVE |
| G2C2 | Landmark Work Adjustment Center # 18 | 20600 | NW | 47 | AVE |
| G2C3 | Landmark Work Adjustment Center # 19 | 20600 | NW | 47 | AVE |
| G2C6 | Landmark Carnation Residence # 22 | 20600 | NW | 47 | AVE |
| G2C7 | Landmark Rose Residence # 23 | 20600 | NW | 47 | AVE |
| G2C8 | Landmark Gladiola Residence # 24 | 20600 | NW | 47 | AVE |
| G2D1 | Landmark Azalea Residence # 26 | 20600 | NW | 47 | AVE |
| G2D3 | Landmark Caladium Residence # 28 | 20600 | NW | 47 | AVE |
| G2D4 | Landmark Geranium Residence # 29 | 20600 | NW | 47 | AVE |
| G2D5 | Landmark Hibiscus Residence # 30 | 20600 | NW | 47 | AVE |
| G2D6 | Landmark Periwinkle Residence # 31 | 20600 | NW | 47 | AVE |
| G2D7 | Landmark Poinsettia # 32 | 20600 | NW | 47 | AVE |
| G2D8 | Landmark Fern # 33 | 20600 | NW | 47 | AVE |
| G2D9 | Landmark Chaffee # 34 | 20600 | NW | 47 | AVE |
| G2E1 | Landmark Frissom # 35 | 20600 | NW | 47 | AVE |
| G2H1 | Landmark New Warehouse # 62 | 20600 | NW | 47 | AVE |
| G2H5 | Landmark Pavilion Central | 20600 | NW | 47 | AVE |
| **Miami-Dade Public Housing Agency** | | | | | |
| A3E5 | Arthur Mays Village | 11344 | SW | 216 | ST |
| A5B8 | Biscayne Plaza | 15201 | SW | 288 | ST |
| A5D2 | Pine Island I | 27101 | SW | 128 | AVE |
| A5D3 | Pine Island II | 26862 | SW | 127 | AVE |
| A5D5 | Moody Gardens | 26804 | SW | 135 | AVE |
| A5D7 | Naranja | 26201 | SW | 139 | CT |
| B3B2 | South Miami Plaza | 6701 | SW | 62 | AVE |
| B3B3 | South Miami Family | 5949 | SW | 68 | ST |
| B8B9 | Perrine Villas | 10000 | W | Jassamine | ST |
| B8C1 | Perrine Elderly | 1000 | W | Evergreen | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| B8C2 | Perrine Gardens | 10161 | | Circle Plaza West | |
| C2B2 | Town Park | 500 | NW | 19 | ST |
| C2B4 | Green Turnkey | 1500 | NW | 7 | CT |
| C2B5 | Claude Pepper Towers | 750 | NW | 18 | TER |
| C2B9 | Helen Sawyer Plaza | 1150 | NW | 11 | ST RD |
| C2D9 | Martin Fine Villas | 1301 | NW | 7 | ST |
| C3A4 | Phyllis Wheatly Public Housing | 1704 | NW | 2 | CT |
| C3A7 | Culmer Place | 610 | NW | 10 | ST |
| C3A8 | Culmer Gardens | 554 | NW | 5 | AVE |
| C4A1 | Smathers Plaza | 2970 | SW | 9 | ST |
| C4A8 | Smathers Plaza Senior Center | 1040 | SW | 29 | AVE |
| C5A1 | Jose Marti Plaza Public Housing | 154 | SW | 17 | AVE |
| C5A2 | Little Havana | 1255 | SW | 1 | ST |
| C5A9 | Falk Turnkey | 400 | SW | 16 | AVE |
| C5B2 | Joe Moretti | 801 | SW | 6 | ST |
| C5B3 | Joe Moretti Site 2 | 201 | SW | 10 | ST |
| C5B4 | Joe Moretti Site 3 | 400 | SW | 5 | ST |
| C5B5 | Joe Moretti Site 4 | 600 | SW | 4 | ST |
| C5B6 | Joe Moretti Site 5 | 535 | SW | 6 | AVE |
| C5B7 | Haley Sofge | 800/750 | NW | 13 | AVE |
| C5B8 | Robert King High | 1403/1405 | NW | 7 | ST |
| C5B9 | Medvin Apartments | 945 | SW | 3 | AVE |
| C7A7 | Stirrup Plaza Public Housing | 3150 | | Mundy | ST |
| D2A4 | Jack Orr Plaza | 550 | NW | 5 | ST |
| D2A5 | Parkside 2 Public Housing | 333 | NW | 4 | AVE |
| D2A6 | Parkside 1 Public Housing | 357 | NW | 3 | ST |
| D6A3 | Harry Cain | 490 | NE | 2 | AVE |
| D8A2 | Wynwood Elderly Public Housing | 3000 | NW | 3 | AVE |
| E2A1 | Kline-Nunn | 8300 | N | Miami | AVE |
| E2A3 | Palm Towers | 950 | NW | 95 | ST |
| E2B4 | Emmer Turnkey | 7820 | N | Miami | AVE |
| E2B5 | Palm Court | 930 | NW | 95 | ST |
| E2B6 | Twin Lakes | 1205 | NW | 95 | ST |
| E2B8 | Edison Plaza | 205 | NW | 55 | ST |
| E2B9 | Peter Plaza | 191 | NE | 75 | ST |
| E2C1 | Lemon City | 150 | NE | 69 | ST |
| E2C2 | Edison Courts Management | 325 | NW | 62 | ST |
| E2C3 | Newberg Warehouse | 7217 | NE | 2 | AVE |
| E2C4 | Gwen Cherry 22 (813) | 7101 | NE | Miami | CT |
| E3A9 | Little River Plaza Public Housing | 8320 | NW | 5 | AVE |
| E3F7 | Little River Terrace | 8351 | NW | 5 | PL |
| E5L5 | Ward Towers | 2200 | NW | 54 | ST |
| E6C2 | Victory Homes | 520 | NW | 75 | ST |
| E7A2 | Annie Coleman Gardens | 5125 | NW | 22 | AVE |
| E7C6 | Scattered Site 9D | 1906 | NW | 24 | ST |
| E8B3 | Rainbow Village | 325 | NW | 20 | ST |
| E8B6 | In-Cities Wynwood | 70 | NW | 35 | ST |
| E8C1 | Gwen Cherry | 2001 | NW | 3 | AVE |
| E8C3 | Scattered Sites 11D | 1919 | NW | 29 | ST |
| E8C5 | Donn Gardens | 1871 | NW | 28 | ST |
| E8C6 | Abe Arronovitz | 2701 | NW | 18 | AVE |
| E8C7 | Gwen Cherry 14 | 2099 | NW | 23 | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| E8C8 | In-Cities Wynwood | 165 | NW | 27 | ST |
| E8D1 | Three Round Towers | 2920 | NW | 18 | AVE |
| E8D2 | Dante Fascell | 2929 | NW | 18 | ST |
| G5B2 | Palmetto Gardens | 16850 | NW | 55 | AVE |
| G9A2 | Opa-Locka Elderly | 13601 | NW | 24 | AVE |
| **Human Services** | | | | | |
| A3A1 | Human Services South Dade Adult Daycare | 19590 | | Old Cutler | RD |
| A3C8 | Inn Transition South | 11900 | SW | 202 | ST |
| A3F1 | In Transition South Courage | 11900 | SW | 202 | ST |
| A3F2 | In Transition South Wisdom | 11950 | SW | 202 | ST |
| A3F3 | In Transition South Determination | 11920 | SW | 202 | ST |
| A3F4 | In Transition South Serenity | 11970 | SW | 202 | ST |
| A3F5 | In Transition South Peace | 11960 | SW | 202 | ST |
| A3F6 | In Transition South Faith | 11940 | SW | 202 | ST |
| A5A4 | Naranja Neighborhood Service Center | 13955 | SW | 264 | ST |
| A5D9 | Homestead Adult Daycare | 653 | SW | 4 | ST |
| B2A4 | Kendall Complex Building One | 11025 | SW | 84 | ST |
| B2A5 | Kendall Complex Building Six | 11025 | SW | 84 | ST |
| B2A6 | Kendall Complex Building Eleven | 11025 | SW | 84 | ST |
| B2A8 | Kendall Complex Building Five | 11025 | SW | 84 | ST |
| B2A9 | Kendall Complex Building Ten | 11025 | SW | 84 | ST |
| B2B2 | Kendall Complex Building Nine | 11025 | SW | 84 | ST |
| B2B3 | Kendall Complex Building Eight | 11025 | SW | 84 | ST |
| B2B4 | Kendall Complex Building Twelve | 11025 | SW | 84 | ST |
| B2B5 | Kendall Complex Building Seven | 11025 | SW | 84 | ST |
| B2B7 | Kendall Complex Building Three | 11025 | SW | 84 | ST |
| B2B8 | Kendall Complex Administrative Building | 11025 | SW | 84 | ST |
| B2B9 | Kendall Complex Building Two | 11025 | SW | 84 | ST |
| B2C1 | Kendall Complex Building Four | 11025 | SW | 84 | ST |
| C1A1 | Family & Adolescent Development | 2965 | NW | 17 | ST |
| C2A1 | Allapattah Neighborhood Service Center | 1897 | NW | 20 | ST |
| C2A6 | D-Sail | 1335 | NW | 14 | ST |
| C3A1 | Culmer Main Building | 1600 | NW | 3 | AVE |
| C3G5 | Culmer Neighborhood Service Center Main Bldg. "B" | 1600 | NW | 3 | AVE |
| C7A1 | Coconut Grove Neighborhood Service Center | 3750 | S | Dixie | HWY |
| E2B3 | New Directions Trailer W | 3140 | NW | 76 | ST |
| E3A1 | North Dade Victims Center | 7831 | NE | Miami | CT |
| E4B1 | New Directions Residential | 3140 | NW | 76 | ST |
| E4B2 | New Directions Trailer E | 3140 | NW | 76 | ST |
| E4B4 | New Directions Maintenance Building | 3140 | NW | 76 | ST |
| E4B5 | Jack Orr Ranch Administration | 7580 | NW | 31 | CT |
| E4B6 | Jack Orr Ranch Staff Office | 7580 | NW | 31 | CT |
| E4B7 | Jack Orr Ranch Maintenance | 3120 | NW | 76 | ST |
| E4B8 | Jack Orr Ranch Group Building | 3120 | NW | 76 | ST |
| E4B9 | Jack Orr Ranch Int D/N Ad | 3151 | NW | 75 | ST |
| E4C1 | Jack Orr Ranch Residential 1 | 7580 | NW | 31 | CT |
| E4C2 | Jack Orr Ranch Residential 2 | 7580 | NW | 31 | CT |
| E4C3 | Jack Orr Ranch Int. D/N Administration | 3151 | NW | 75 | ST |
| E4C4 | Jack Orr Ranch Residence 3 | 7580 | NW | 31 | CT |
| E4C5 | Jack Orr Ranch Residence 4 | 7580 | NW | 31 | CT |
| E4C6 | Jack Orr Ranch Residence 5 | 3120 | NW | 76 | ST |
| E4C7 | Jack Orr Ranch Residence 6 | 7533 | NW | 32 | AVE |

**ATTACHMENT 1**

**Facilities by County Department**

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| E4C8 | Jack Orr Ranch Residence 7 | 7599 | NW | 32 | AVE |
| E4C9 | Jack Orr Ranch Trailer A | 7580 | NW | 31 | CT |
| E4D1 | Jack Orr Ranch Trailer B | 7580 | NW | 31 | CT |
| E5A3 | Emergency Housing North | 2301 | NW | 54 | ST |
| E6A1 | Edison Neighborhood Service Center | 150 | NW | 79 | ST |
| E811 | Psychological Services Division | 1400 | NW | 36 | ST |
| E8A2 | New Opportunity | 777 | NW | 30 | ST |
| E917 | Haitian Senior Center | 5080 | | Biscayne | BLVD |
| E9A1 | Wynwood Building A | 2902 | NW | 2 | AVE |
| F3B6 | Hialeah Neighborhood Service Center | 300 | E | 1 | AVE |
| F9D2 | West Dade Adult Daycare | 6950 | N | Waterway | DR |
| G2A1 | North Dade Neighborhood Service Center | 3201 | NW | 207 | ST |
| G603 | In Transition North Building | 13090 | NE | 6 | AVE |
| G6A1 | North Dade Adult Day Care | 60 | NE | 166 | ST |
| G6A2 | Miami Gardens Neighborhood Service Center | 16405 | NW | 25 | AVE |
| **Public Library System** | | | | | |
| A3A5 | South Dade Regional Library | 10750 | SW | 211 | ST |
| A401 | Library - Naranja Branch | 14850 | SW | 280 | ST |
| A5C7 | Library - Homestead Branch | 700 | N | Homestead | BLVD |
| B100 | Library - West Kendall Regional Branch | 10201 | | Hammocks | BLVD |
| B301 | Library - Virrick Park Branch | 3255 | | Plaza | ST |
| B3B4 | Library - South Miami Branch | 6000 | | Sunset | DR |
| B4A3 | Library - Kendale Lakes Branch | 15205 | SW | 88 | ST |
| B5A3 | Library - Coral Reef Branch | 9211 | | Coral Reef | DR |
| B5A4 | Library - Kendall Branch | 9101 | SW | 97 | AVE |
| B610 | Library - Pinecrest Branch | 5835 | SW | 111 | ST |
| C319 | Library - Culmer/Overtown Branch | 350 | NW | 13 | ST |
| C511 | Library - Hispanic Branch | 2190 | W | Flagler | ST |
| C512 | Library - Shenandoah Branch | 2111 | SW | 19 | ST |
| C714 | Library - Coconut Grove Branch | 2875 | | McFarlane | RD |
| C911 | Library - Miami Beach Branch | 227 | | 22 | ST |
| C9A2 | Library - Key Biscayne Branch | 299 | | Crandon | BLVD |
| E1A1 | Library - North Central Branch | 9590 | NW | 27 | AVE |
| E617 | Library - Lemon City Branch | 430 | NE | 61 | ST |
| E618 | Library - Little River Branch | 160 | NE | 79 | ST |
| E619 | Library - Edison Center Branch | 531 | NW | 62 | ST |
| F5B4 | Library - International Mall Branch | 10315 | NW | 12 | ST |
| F601 | Library - Miami Springs Branch | 700 | S | Royal Poinciana | BLVD |
| F8A5 | Library - West Dade Regional Branch | 9445 | | Coral | WAY |
| F914 | Library - Coral Gables Branch | 3443 | | Segovia | ST |
| F916 | Library - West Flagler Branch | 5050 | W | Flagler | ST |
| G3A6 | Library - North Dade Regional Branch | 2455 | NW | 183 | ST |
| G5A4 | Library - Miami Lakes Branch | 6699 | | Windmill Gate | RD |
| G6D5 | Library - Golden Glades Branch | 100 | NE | 166 | ST |
| **Transit** | | | | | |
| D5B3 | Metro Mover Maintenance Building | 100 | SW | 1 | AVE |
| E7A8 | Central Bus Facility | 3300 | NW | 32 | AVE |
| F3A9 | William Lehman Operations Maintenance | 6601 | NW | 72 | AVE |
| F9C5 | Coral Way Bus Maintenance Facility | 2775 | SW | 74 | AVE |
| G3A1 | Northeast Bus Maintenance Facility | 360 | NE | 185 | ST |
| **Water and Sewer** | | | | | |
| A3D6 | South District Wastewater Treatment Plant | 8950 | SW | 232 | ST |

ATTACHMENT 1

**Facilities by County Department**

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| A4A5 | Leisure City Water Treatment Plant | 15225 | | Harding | LN |
| A6A1 | South Miami Heights Maintenance Center | 20900 | SW | 117 | AVE |
| B2C3 | MDWS Radio Shop/SWWF | 8601 | SW | 127 | AVE |
| B2C5 | Kendall Soccer Park | 8601 | SW | 127 | AVE |
| B2F3 | Alexander Orr Water Treatment Plant | 6800 | SW | 87 | AVE |
| B2F4 | Westwood Lakes Maintenance Facility | 4801 | SW | 117 | AVE |
| B3A5 | WASD Douglas Road Office | 3071 | SW | 38 | AVE |
| C2H9 | Water Distribution Maintenance Facility | 1001 | NW | 11 | ST |
| C7A8 | MDWS LeJeune Office | 3575 | | Le Jeune | RD |
| C9A8 | Central District Wastewater Treatment Plant | 3889 | | Rickenbacker | CSWY |
| D2A7 | WASD Pump Station 1 (4th Street Station) | 390 | NW | North River | DR |
| E6L3 | MDW&S 36th Street Yard | 3620 | NW | 10 | AVE |
| F3B1 | Medley Yard | 7301 | NW | 70 | ST |
| F3B3 | Hialeah | 700 | W | 2 | AVE |
| F3B4 | Hialeah Maintenance Facility | 800 | W | 3 | AVE |
| F3B5 | John E. Preston Water Treatment Plant | 1100 | W | 2 | AVE |
| G6B8 | Carol City Yard | 3800 | NW | 181 | ST |
| G6A9 | North District Wastewater Treatment Plant | 2575 | NE | 151 | ST |
| **Vizcaya** | | | | | |
| C8A5 | Vizcaya Museum | 3251 | S | Miami | AVE |
| **Parks and Recreation** | | | | | |
| A3F7 | Parks & Recreation Landscape Section | 22200 | SW | 138 | AVE |
| A3F8 | Southridge Park | 11250 | SW | 192 | ST |
| A3F9 | South Dade Trade Shop | 12451 | SW | 184 | ST |
| A3G2 | Eureka Park | 11951 | SW | 184 | ST |
| A3G3 | L&P Thompson Park Campground | 112451 | SW | 184 | ST |
| A3G4 | Goulds Park | 21805 | SW | 114 | AVE |
| A4A6 | Redland Fruit & Spice Park | 28401 | SW | 187 | AVE |
| A4A7 | Cinco De Mayo Park | 19200 | SW | 380 | ST |
| A5B4 | Camp Owaissa Bauer Park | 17001 | SW | 264 | ST |
| A5B5 | South Miami-Dade Pool | 16350 | SW | 280 | ST |
| A5B6 | Leisure Lake Park | 29305 | | Illinois | RD |
| A5B7 | Naranja Park | 14150 | SW | 264 | ST |
| A6A6 | Black Point Marina | 24775 | SW | 87 | AVE |
| A6A7 | Homestead Bay Front Marina | 9698 | N | Canal | DR |
| A6A9 | Modello Park | 28450 | SW | 152 | AVE |
| A701 | Benito Juarez Park | 19400 | SW | 376 | ST |
| B1A3 | Westwind Lakes Park | 6805 | SW | 152 | AVE |
| B1A4 | Bird Lakes Park | 4700 | SW | 144 | AVE |
| B1A5 | Kendall Lakes Park | 7850 | SW | 142 | AVE |
| B1A6 | Miller Pond Park | 13350 | SW | 47 | ST |
| B2B1 | Construction Maintenance Division (Kendall) | 11395 | SW | 79 | ST |
| B2B6 | Kendall Warehouse P&R | 10775 | SW | 84 | ST |
| B2C4 | Kendall Indian Hammock Park | 11395 | SW | 79 | ST |
| B2C6 | Three Lakes park | 13400 | SW | 80 | ST |
| B2C7 | McMillan Park | 6125 | SW | 133 | AVE |
| B2E7 | Raices Miller park | 5510 | SW | 94 | CT |
| B3B1 | Tropical Park | 7900 | SW | 40 | ST |
| B4A6 | Wild Lime Park | 11341 | SW | 147 | AVE |
| B4A8 | Hammocks Community Park | 9885 | | Hammocks | BLVD |
| B4A9 | Special Tax Office @ Camp Matecumbe | 13841 | SW | 120 | ST |
| B4B1 | Camp Matecumbe Park | 11400 | SW | 137 | AVE |

**ATTACHMENT 1**

**Facilities by County Department**

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| B5A9 | Briar Bay Golf Course | 9373 | SW | 134 | ST |
| B5C1 | Devonaire Park | 10411 | SW | 122 | AVE |
| B5C2 | Ron Ehmann Park | 10995 | SW | 97 | AVE |
| B5C3 | Sgt. Joe Delancy Park | 14450 | | Boggs | DR |
| B6B2 | Matheson Hammock Park | 9610 | | Old Cutler | RD |
| B6B3 | Chapman Field Park | 13601 | | Old Cutler | RD |
| B6B4 | Continental Park | 10000 | SW | 82 | AVE |
| B7A1 | South Dade Park | 28151 | SW | 164 | AVE |
| B7A2 | Eureka Villas Park | 14301 | SW | 180 | ST |
| B8A8 | Palmetto Golf Course | 9300 | | Coral Reef | DR |
| B8A9 | Metrozoo | 12400 | SW | 152 | ST |
| B8B3 | West Perrine park | 17121 | SW | 104 | AVE |
| B8B4 | Colonial Drive Park | 10750 | SW | 156 | TER |
| B9A2 | Bill Sadowski Park | 17555 | SW | 79 | AVE |
| B9A3 | Deering Estate | 16701 | SW | 72 | AVE |
| C4A2 | Miami-Dade County Auditorium | 2901 | W | Flagler | ST |
| C9A9 | Crandon Park | 4000 | | Crandon | BLVD |
| C9B1 | Crandon Golf Course | 6700 | | Crandon | BLVD |
| C9B2 | Crandon Tennis Complex | 6702 | | Crandon | BLVD |
| C9B4 | Crandon Park Marina | 4000 | | Crandon | BLVD |
| E2A8 | West Little River Park | 2326 | NW | 84 | ST |
| E2A9 | Arcola Lakes Park | 8300 | NW | 12 | PL |
| E2B1 | Arcola Park | 1680 | NW | 87 | ST |
| E3A2 | Soar Park | 100 | NW | 83 | ST |
| E4A5 | MLK Maintenance Building Roving Crew | 6199 | NW | 32 | CT |
| E4A6 | Martin Luther King Park | 6100 | NW | 32 | AVE |
| E5B1 | Gwen Cherry Park NFL Yet Center | 7090 | NW | 22 | AVE |
| E5B2 | African Heritage Park | 6161 | NW | 22 | AVE |
| E6A3 | Pelican Harbor Marina | 1265 | NE | 79 | ST |
| E7C4 | Jefferson Reaves Senior Park | 3090 | NW | 50 | ST |
| E8A8 | Olinda Park | 2101 | NW | 51 | ST |
| E8A9 | Marva Bannerman Park | 4840 | NW | 24 | AVE |
| F7A5 | Southern Estates Park | 12199 | SW | 34 | ST |
| F7A6 | North Trail Park | 780 | NW | 127 | AVE |
| F7A7 | Trail glades Range | 17700 | SW | 8 | ST |
| F8A9 | Women's Park | 10251 | W | Flagler | ST |
| F8B3 | Ruben Dario Park | 9825 | W | Flagler | ST |
| F8B4 | Tamiami Park | 11201 | SW | 24 | ST |
| F9A2 | Brothers to the Rescue Park | 7350 | SW | 24 | ST |
| F9A3 | A.D. Barnes Nature Center | 3401 | SW | 72 | AVE |
| G2H9 | Country Village Park | 6550 | NW | 188 | TER |
| G3C2 | Ives Estates Park | 1511 | NE | 207 | ST |
| G3C3 | Ojus Park | 18995 | W | Dixie | HWY |
| G3C4 | Highland Oaks Parks | 20459 | NE | 24 | AVE |
| G4A3 | Norman &Jean Reach Park | 7901 | NW | 176 | ST |
| G4A4 | Country Club of Miami Building 1 | 6801 | NW | 186 | ST |
| G5B1 | North Glades Park | 17355 | NW | 52 | AVE |
| G6D6 | Oak Grove Park | 680 | NE | 159 | ST |
| G6D7 | Greynolds Park | 17530 | W | Dixie | HWY |
| G6D9 | Greynolds Park Campground | 18601 | NE | 22 | AVE |
| G8A3 | Amelia Earhart Park | 5425 | NW | 128 | ST |
| G8A4 | Roving Crew 1A Parks | 5425 | NW | 128 | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| G8A5 | Amelia Earhart Village | 401 | E | 65 | ST |
| G9A1 | Little River Park | 10525 | NW | 24 | AVE |
| **Police Department** | | | | | |
| A2A3 | Agricultural Patrol Section | 17799 | SW | 198 | TER |
| A3A4 | MDPD South District 4 | 10800 | SW | 211 | ST |
| B2E6 | GSA Fleet Station 5 Kendall Police Station | 7707 | SW | 117 | AVE |
| B2F1 | Kendall District 6 | 7707 | SW | 117 | AVE |
| B2F7 | Intergovernmental Bureau South | 7617 | SW | 117 | AVE |
| B4A5 | MDPD Hammocks District 8 | 10000 | SW | 142 | AVE |
| E1A3 | GSA Fleet Station 2 Police Northside Station | 2950 | NW | 83 | ST |
| F2B2 | Police Training Center | 9601 | NW | 58 | ST |
| F5A1 | MDPD Police Headquarters Complex | 9105 | NW | 25 | ST |
| F5A2 | Property & Evidence Bureau | 9111 | NW | 25 | ST |
| F5A4 | MDPD Midwest Station 3 | 9101 | NW | 25 | ST |
| G3C1 | Intergovernmental Bureau North | 18805 | NW | 27 | AVE |
| G5A2 | Northwest District 1 | 5975 | | Miami Lakes | DR |
| G6B5 | Police Station 6 North Dade | 15665 | | Biscayne | BLVD |
| **Seaport** | | | | | |
| H6A2 | Seaport Transit Shed "A" | 1015 | N | America | WAY |
| H6A3 | Seaport Transit Shed "B" | 1015 | N | America | WAY |
| H6A4 | Seaport Transit Shed "C" | 1015 | N | America | WAY |
| H6A5 | Seaport Transit Shed "D" | 1015 | N | America | WAY |
| H6A6 | Seaport Transit Shed "E" | 1015 | N | America | WAY |
| H6A7 | Seaport Transit Shed "F" | 1015 | N | America | WAY |
| H6A8 | Seaport Transit Shed "G" | 1015 | N | America | WAY |
| H6A9 | Seaport Passenger Terminal #1 | 1015 | N | America | WAY |
| H6B1 | Seaport Passenger Terminal #2 | 1015 | N | America | WAY |
| H6B2 | Seaport Passenger Terminal #3 | 1015 | N | America | WAY |
| H6B3 | Seaport Passenger Terminal #4 | 1015 | N | America | WAY |
| H6B4 | Seaport Passenger Terminal #5 | 1015 | N | America | WAY |
| H6B5 | Seaport Passenger Terminal #6 | 1015 | N | America | WAY |
| H6B6 | Seaport Passenger Terminal #7 | 1015 | N | America | WAY |
| H6B7 | Seaport Passenger Terminal #8 | 1015 | N | America | WAY |
| H6C1 | Seaport | 1040 | | Port | BLVD |
| H6C2 | Seaport 1080 Building | 1080 | | Port | BLVD |
| H6C3 | Seaport Seamen's Park & Clubhouse | 1015 | N | America | WAY |
| H6C4 | Seaport Container Complex | 1015 | N | America | WAY |
| H6C5 | Seaport Dodge Island Maintenance Building | 1015 | N | America | WAY |
| H6C6 | Seaport | 1007 | N | America | WAY |
| H6C7 | Seaport | 1015 | N | America | WAY |
| H6C8 | Seaport | 1001 | N | America | WAY |
| H6C9 | Seaport Cruise Passenger Parking | 1015 | N | America | WAY |
| H6D1 | Seaport Container Terminal (Marshalling & Storage Lot | 1015 | N | America | WAY |
| H6D2 | Seaport S.W. Cruise (terminal & Office Complex) | 1015 | N | America | WAY |
| H6D3 | Seaport Immigration (Service Office & Customs) | 1015 | N | America | WAY |
| H6D7 | Seaport - Parking Garage C | 1015 | N | America | WAY |
| **Solid Waste** | | | | | |
| A3B9 | Solid Waste Disposal (South Dade Land Fill) | 23707 | SW | 97 | AVE |
| B5B2 | 3B District Office | 8000 | SW | 107 | AVE |
| C2F3 | Central Transfer Station | 1150 | NW | 20 | ST |
| F2A4 | 58th Street District Office | 8831 | NW | 58 | ST |

ATTACHMENT 1

Facilities by County Department

| Facilities | Building Name | Address Facility Number | Address Direction | Street Name | Street Type |
|---|---|---|---|---|---|
| F5A7 | Resources Recovery Facility | 6990 | NW | 97 | AVE |
| F902 | West Transfer Station | 2900 | SW | 72 | AVE |
| G2A4 | North Dade Landfill | 21500 | NW | 47 | AVE |
| G3B7 | Northeast Transfer Station | 18701 | NE | 6 | AVE |

**Attachment 2**

**Levels of Service by Zone**

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| A | A2A1 | No | Yes | 1 | 0 |
| A | A2A2 | No | Yes | 1 | 0 |
| A | A2A3 | Yes | No | 2 | 0 |
| A | A3A3 | Yes | No | 4 | 0 |
| A | A3A4 | Yes | No | 5 | 0 |
| A | A3A5 | Yes | No | 4 | 4 |
| A | A3A6 | Yes | No | 2 | 2 |
| A | A3A7 | Yes | No | 4 | 5 |
| A | A3B2 | Yes | No | 4 | 5 |
| A | A3B4 | Yes | No | 2 | 0 |
| A | A3B9 | Yes | No | 2 | 0 |
| A | A3C9 | No | Yes | 1 | 0 |
| A | A3D1 | No | Yes | 1 | 0 |
| A | A3D6 | Yes | No | 7 | 0 |
| A | A3F7 | No | Yes | 1 | 0 |
| A | A3F8 | Yes | No | 8 | 0 |
| A | A3F9 | No | Yes | 1 | 0 |
| A | A3G1 | Yes | No | 4 | 4 |
| A | A3G2 | Yes | No | 6 | 0 |
| A | A3G3 | Yes | No | 6 | 0 |
| A | A3G4 | Yes | No | 6 | 0 |
| A | A401 | Yes | No | 2 | 0 |
| A | A4A1 | Yes | No | 2 | 0 |
| A | A4A3 | No | Yes | 1 | 0 |
| A | A4A6 | Yes | No | 2 | 0 |
| A | A4A7 | Yes | No | 8 | 0 |
| A | A5B3 | No | Yes | 1 | 0 |
| A | A5B4 | Yes | No | 8 | 0 |
| A | A5B5 | Yes | No | 8 | 0 |
| A | A5B6 | Yes | No | 8 | 0 |
| A | A5B7 | Yes | No | 8 | 0 |
| A | A5C7 | Yes | No | 2 | 0 |
| A | A5E1 | No | Yes | 1 | 0 |
| A | A5E2 | No | Yes | 1 | 0 |
| A | A5E5 | No | Yes | 1 | 0 |
| A | A5E6 | No | Yes | 1 | 0 |
| A | A6A1 | Yes | No | 3 | 1 |
| A | A6A6 | No | Yes | 1 | 0 |
| A | A6A7 | No | Yes | 1 | 0 |
| A | A6A9 | Yes | No | 6 | 0 |
| A | A701 | Yes | No | 6 | 0 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| B | B1O0 | Yes | No | 2 | 2 |
| B | B1A1 | No | Yes | 1 | |
| B | B1A3 | No | Yes | 1 | |
| B | B1A4 | No | Yes | 1 | |
| B | B1A5 | No | Yes | 1 | |
| B | B1A6 | No | Yes | 1 | |
| B | B1B2 | No | Yes | 1 | |
| B | B2A1 | Yes | No | 5 | 20 |
| B | B2A2 | Yes | No | 1 | 1 |
| B | B2B1 | No | Yes | 1 | |
| B | B2B6 | Yes | No | 1 | 3 |
| B | B2C2 | No | Yes | 1 | |
| B | B2C3 | Yes | No | 1 | 1 |
| B | B2C4 | Yes | No | 6 | 6 |
| B | B2C5 | Yes | No | 2 | 2 |
| B | B2C6 | No | Yes | 1 | |
| B | B2C7 | No | Yes | 1 | |
| B | B2C8 | Yes | No | 1 | 1 |
| B | B2C9 | Yes | No | 4 | 4 |
| B | B2D1 | No | Yes | 1 | |
| B | B2D2 | Yes | No | 3 | 3 |
| B | B2E4 | Yes | No | 1 | 1 |
| B | B2E6 | Yes | No | 5 | 5 |
| B | B2E7 | No | Yes | 1 | |
| B | B2F1 | Yes | No | 2 | 2 |
| B | B2F3 | Yes | No | 3 | 3 |
| B | B2F4 | Yes | No | 2 | 2 |
| B | B2F7 | Yes | No | 1 | 1 |
| B | B2F8 | Yes | No | 1 | 1 |
| B | B2F9 | Yes | No | 2 | 1 |
| B | B3O1 | Yes | No | 1 | 1 |
| B | B3A5 | Yes | No | 6 | 10 |
| B | B3B1 | Yes | No | 12 | |
| B | B3B4 | Yes | No | 1 | 1 |
| B | B3B5 | No | Yes | 1 | |
| B | B4A2 | No | Yes | 1 | |
| B | B4A3 | Yes | No | 2 | 2 |
| B | B4A5 | Yes | No | 2 | 2 |
| B | B4A6 | Yes | No | 6 | |
| B | B4A8 | Yes | No | 1 | 1 |
| B | B4B1 | Yes | No | 6 | 1 |
| B | B5A2 | No | Yes | 1 | |

**Attachment 2**

**Levels of Service by Zone**

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| B | B5A3 | Yes | No | 3 | 3 |
| B | B5A4 | Yes | No | 3 | 3 |
| B | B5A9 | No | Yes | 1 | |
| B | B5B2 | Yes | No | 2 | 1 |
| B | B5B9 | No | Yes | 1 | |
| B | B5C1 | Yes | No | 6 | 6 |
| B | B5C2 | No | Yes | 1 | |
| B | B5C3 | No | Yes | 1 | |
| B | B610 | Yes | No | 3 | 3 |
| B | B6A3 | No | Yes | 1 | |
| B | B6A5 | No | Yes | 1 | |
| B | B6B2 | No | Yes | 1 | |
| B | B6B3 | No | Yes | 1 | |
| B | B6B4 | No | Yes | 1 | |
| B | B7A1 | Yes | No | 6 | 6 |
| B | B7A2 | Yes | No | 6 | 6 |
| B | B8A8 | No | Yes | 1 | |
| B | B8A9 | Yes | No | 3 | 5 |
| B | B8B2 | No | Yes | 1 | |
| B | B8B3 | Yes | No | 1 | 1 |
| B | B8B4 | Yes | No | 6 | 6 |
| B | B9A1 | No | Yes | 1 | |
| B | B9A2 | No | Yes | 1 | |
| B | B9A3 | Yes | No | 1 | 1 |
| C | C212 | Yes | No | 2 | 2 |
| C | C214 | Yes | No | 4 | 15 |
| C | C223 | Yes | No | 3 | 3 |
| C | C2A3 | Yes | No | 20 | 20 |
| C | C2A4 | Yes | No | 4 | 6 |
| C | C2A7 | Yes | No | 2 | 4 |
| C | C2E9 | Yes | No | 3 | 15 |
| C | C2F3 | Yes | No | 2 | 2 |
| C | C2H9 | Yes | No | 12 | 5 |
| C | C319 | Yes | No | 1 | 1 |
| C | C3A5 | Yes | No | 3 | 5 |
| C | C3B8 | Yes | No | 5 | 15 |
| C | C3C1 | Yes | No | 6 | 15 |
| C | C4A2 | Yes | No | 2 | 2 |
| C | C511 | Yes | No | 1 | 1 |
| C | C512 | Yes | No | 2 | 2 |
| C | C514 | Yes | No | 3 | |
| C | C714 | Yes | No | 2 | 2 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle containers Mixed Paper |
|---|---|---|---|---|---|
| C | C7A8 | Yes | No | 3 | 5 |
| C | C8A4 | Yes | No | 1 | 1 |
| C | C8A5 | Yes | No | 2 | 2 |
| C | C9A3 | No | Yes | 1 | |
| C | C9A4 | Yes | No | 1 | 1 |
| C | C9A8 | Yes | No | 3 | 1 |
| D | D2A7 | Yes | No | 1 | 1 |
| D | D527 | Yes | No | 4 | 4 |
| D | D5A1 | Yes | No | 8 | 8 |
| D | D5A2 | Yes | No | 30 | 30 |
| D | D5A4 | Yes | No | 7 | 6 |
| D | D5A7 | Yes | No | 5 | 10 |
| D | D5A8 | Yes | No | 5 | 12 |
| D | D5B3 | Yes | No | 1 | 1 |
| D | D5B7 | Yes | No | 1 | 1 |
| D | D5D1 | Yes | No | 6 | 3 |
| D | D5D3 | Yes | No | 3 | 3 |
| E | E1A1 | Yes | No | 2 | 0 |
| E | E1A3 | Yes | No | 4 | 0 |
| E | E2A7 | No | Yes | 2 | 0 |
| E | E2A8 | No | Yes | 2 | 0 |
| E | E2A9 | No | Yes | 2 | 0 |
| E | E2B1 | No | Yes | 2 | 0 |
| E | E312 | No | Yes | 2 | 0 |
| E | E3A2 | No | Yes | 2 | 0 |
| E | E3G5 | No | Yes | 2 | 0 |
| E | E4A2 | No | Yes | 2 | 0 |
| E | E4A5 | No | Yes | 2 | 0 |
| E | E4A6 | No | Yes | 2 | 0 |
| E | E5A5 | Yes | No | 8 | 2 |
| E | E5A6 | Yes | No | 2 | 0 |
| E | E5B1 | No | Yes | 2 | 0 |
| E | E5B2 | No | Yes | 2 | 0 |
| E | E5L3 | Yes | No | 2 | 0 |
| E | E617 | Yes | No | 2 | 0 |
| E | E618 | Yes | No | 2 | 0 |
| E | E619 | Yes | No | 2 | 0 |
| E | E6F9 | No | Yes | 2 | 0 |
| E | E715 | Yes | No | 6 | 0 |
| E | E7A1 | Yes | No | 6 | 0 |
| E | E7A4 | Yes | No | 10 | 0 |
| E | E7A8 | Yes | No | 10 | 0 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| E | E7C4 | No | Yes | 2 | 0 |
| E | E7C5 | Yes | No | 8 | 0 |
| E | E8A6 | Yes | No | 4 | 0 |
| E | E8A8 | No | Yes | 2 | 0 |
| E | E8A9 | No | Yes | 2 | 0 |
| F | F2A2 | Yes | No | 4 | 0 |
| F | F2A4 | Yes | No | 3 | 0 |
| F | F2A6 | Yes | No | 1 | 0 |
| F | F2A7 | Yes | No | 1 | 0 |
| F | F2B2 | Yes | No | 4 | 0 |
| F | F2C6 | No | Yes | 1 | 0 |
| F | F2C7 | No | Yes | 1 | 0 |
| F | F2C8 | Yes | No | 2 | 0 |
| F | F2C9 | Yes | No | 3 | 0 |
| F | F3A6 | Yes | No | 1 | 0 |
| F | F3A9 | Yes | No | 3 | 0 |
| F | F3B1 | Yes | No | 4 | 0 |
| F | F3B3 | Yes | No | 2 | 0 |
| F | F3B4 | Yes | No | 2 | 0 |
| F | F3B5 | Yes | No | 2 | 0 |
| F | F4A1 | Yes | No | 5 | 0 |
| F | F4A2 | Yes | No | 5 | 0 |
| F | F5A1 | Yes | No | 6 | 0 |
| F | F5A2 | Yes | No | 3 | 0 |
| F | F5A4 | Yes | No | 2 | 0 |
| F | F5A6 | Yes | No | 3 | 0 |
| F | F5A7 | Yes | No | 2 | 0 |
| F | F5B2 | Yes | No | 5 | 0 |
| F | F5B3 | No | Yes | 1 | 0 |
| F | F5B4 | No | Yes | 1 | 0 |
| F | F5B5 | Yes | No | 4 | 0 |
| F | F601 | Yes | No | 1 | 0 |
| F | F611 | No | Yes | 1 | 0 |
| F | F6A3 | Yes | No | 2 | 10 |
| F | F6A4 | No | Yes | 1 | 0 |
| F | F6A6 | Yes | No | 3 | 0 |
| F | F6A7 | Yes | No | 5 | 0 |
| F | F6A8 | Yes | No | 1 | 0 |
| F | F6B1 | Yes | No | 1 | 0 |
| F | F6B4 | Yes | No | 2 | 0 |
| F | F711 | Yes | No | 4 | 0 |
| F | F7A3 | No | Yes | 1 | 0 |

**Attachment 2**

**Levels of Service by Zone**

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers - Mixed Paper |
|---|---|---|---|---|---|
| F | F7A5 | No | Yes | 1 | 0 |
| F | F7A6 | No | Yes | 1 | 0 |
| F | F7A7 | Yes | No | 1 | 0 |
| F | F7C4 | No | Yes | 1 | 0 |
| F | F8A1 | No | Yes | 1 | 0 |
| F | F8A3 | No | Yes | 1 | 0 |
| F | F8A4 | No | Yes | 1 | 0 |
| F | F8A5 | Yes | No | 3 | 10 |
| F | F8A9 | No | Yes | 1 | 0 |
| F | F8B3 | Yes | No | 6 | 0 |
| F | F8B4 | Yes | No | 6 | 0 |
| F | F902 | Yes | No | 2 | 0 |
| F | F914 | No | Yes | 1 | 0 |
| F | F916 | Yes | No | 1 | 0 |
| F | F9A1 | No | Yes | 1 | 0 |
| F | F9A2 | No | Yes | 1 | 0 |
| F | F9A3 | No | Yes | 1 | 0 |
| F | F9C5 | Yes | No | 4 | 0 |
| G | G2A4 | Yes | No | 3 | 0 |
| G | G2A7 | No | Yes | 1 | 0 |
| G | G2A8 | No | Yes | 1 | 0 |
| G | G2B1 | No | Yes | 6 | 0 |
| G | G2B2 | Yes | No | 6 | 0 |
| G | G2B3 | No | Yes | 1 | 0 |
| G | G2B4 | No | Yes | 1 | 0 |
| G | G2B5 | No | Yes | 1 | 0 |
| G | G2B7 | No | Yes | 1 | 0 |
| G | G2C2 | No | Yes | 1 | 0 |
| G | G2C3 | No | Yes | 1 | 0 |
| G | G2C6 | No | Yes | 1 | 0 |
| G | G2C7 | No | Yes | 1 | 0 |
| G | G2C8 | No | Yes | 1 | 0 |
| G | G2D1 | No | Yes | 1 | 0 |
| G | G2D3 | No | Yes | 1 | 0 |
| G | G2D4 | No | Yes | 1 | 0 |
| G | G2D5 | No | Yes | 1 | 0 |
| G | G2D6 | No | Yes | 1 | 0 |
| G | G2D7 | No | Yes | 1 | 0 |
| G | G2D8 | No | Yes | 1 | 0 |
| G | G2D9 | No | Yes | 1 | 0 |
| G | G2E1 | No | Yes | 1 | 0 |
| G | G2H1 | No | Yes | 1 | 0 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| G | G2H5 | No | Yes | 1 | 0 |
| G | G2H6 | No | Yes | 1 | 0 |
| G | G2H7 | No | Yes | 1 | 0 |
| G | G2H9 | No | Yes | 1 | 0 |
| G | G311 | No | Yes | 1 | 0 |
| G | G3A1 | Yes | No | 3 | 0 |
| G | G3A4 | No | Yes | 1 | 0 |
| G | G3A6 | Yes | No | 3 | 0 |
| G | G3A7 | No | Yes | 1 | 0 |
| G | G3A9 | No | Yes | 1 | 0 |
| G | G3B7 | Yes | No | 3 | 0 |
| G | G3C1 | Yes | No | 3 | 0 |
| G | G3C2 | No | Yes | 1 | 0 |
| G | G3C3 | No | Yes | 1 | 0 |
| G | G3C4 | No | Yes | 1 | 0 |
| G | G402 | No | Yes | 1 | 0 |
| G | G4A1 | No | Yes | 1 | 0 |
| G | G4A3 | No | Yes | 1 | 0 |
| G | G4A4 | Yes | No | 2 | 0 |
| G | G513 | Yes | No | 2 | 0 |
| G | G5A1 | Yes | No | 2 | 0 |
| G | G5A2 | Yes | No | 2 | 0 |
| G | G5A4 | Yes | No | 2 | 0 |
| G | G5A9 | No | Yes | 1 | 0 |
| G | G5B1 | No | Yes | 1 | 0 |
| G | G5B8 | Yes | No | 1 | 0 |
| G | G6A4 | Yes | No | 4 | 0 |
| G | G6A5 | No | Yes | 1 | 0 |
| G | G6A9 | Yes | No | 3 | 0 |
| G | G6B5 | Yes | No | 1 | 3 |
| G | G6D2 | No | Yes | 1 | 0 |
| G | G6D3 | No | Yes | 1 | 0 |
| G | G6D5 | Yes | No | 1 | 0 |
| G | G6D6 | No | Yes | 1 | 0 |
| G | G6D7 | No | Yes | 1 | 0 |
| G | G6D8 | No | Yes | | |
| G | G6D9 | Yes | No | 1 | 0 |
| G | G7A1 | No | Yes | 1 | 0 |
| G | G8A1 | No | Yes | 1 | 0 |
| G | G8A3 | No | Yes | 1 | 0 |
| G | G8A5 | No | Yes | 1 | 0 |
| G | G913 | No | Yes | 1 | 0 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| G | G914 | No | Yes | 1 | 0 |
| G | G9A1 | No | Yes | 1 | 0 |
| H | H6A2 | Yes | No | 3 | 3 |
| H | H6A3 | Yes | No | 5 | 5 |
| H | H6A4 | Yes | No | 3 | 3 |
| H | H6A5 | Yes | No | 1 | 1 |
| H | H6A6 | Yes | No | 3 | 3 |
| H | H6A7 | Yes | No | 5 | 5 |
| H | H6A8 | Yes | No | 5 | 5 |
| H | H6A9 | Yes | No | 3 | 3 |
| H | H6B1 | Yes | No | 4 | 4 |
| H | H6B2 | Yes | No | 4 | 4 |
| H | H6B3 | Yes | No | 3 | 3 |
| H | H6B4 | Yes | No | 4 | 4 |
| H | H6B5 | Yes | No | 4 | 4 |
| H | H6B6 | Yes | No | 4 | 4 |
| H | H6B7 | Yes | No | 3 | 3 |
| H | H6C1 | Yes | No | 1 | 1 |
| H | H6C2 | Yes | No | 3 | 3 |
| H | H6C3 | Yes | No | 1 | 1 |
| H | H6C4 | Yes | No | 2 | 2 |
| H | H6C5 | Yes | No | 2 | 2 |
| H | H6C9 | Yes | No | 2 | 2 |
| H | H6D1 | Yes | No | 2 | 2 |
| H | H6D2 | Yes | No | 5 | 5 |
| H | H6D3 | Yes | No | 5 | 5 |
| H | H6D4 | Yes | No | 1 | 1 |
| H | H6D5 | Yes | No | 1 | 1 |
| H | H6D7 | Yes | No | 6 | 6 |
| I | F6B5 | Yes | No | 1 | 1 |
| I | I3A2 | Yes | No | 4 | 8 |
| I | I3A4 | Yes | No | 4 | 3 |
| I | I5A6 | Yes | No | 1 | 1 |
| I | I5A8 | Yes | No | 6 | 2 |
| I | I6A3 | Yes | No | 2 | 2 |
| I | I6A8 | Yes | No | 20 & 4 | 20 & 4 |
| I | I6B1 | Yes | No | 15 | 6 |
| I | I6B2 | Yes | No | 25 | 16 |
| I | I6B9 | Yes | No | 12 | 6 |
| I | I6E8 | Yes | No | 3 | 2 |
| I | I6F8 | Yes | No | 10 | 1 |
| I | I6G1 | Yes | No | 10 | 3 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| J | C9B4 | Yes | No | 4 | 0 |
| J | E6A3 | No | Yes | 2 | 0 |
| J | G614 | No | Yes | 2 | 0 |
| J | G6B2 | No | Yes | 2 | 0 |
| J | G6D1 | No | Yes | 2 | 0 |
| J | G6E1 | No | Yes | 2 | 0 |
| J | G6E2 | No | Yes | 4 | 0 |
| K | A313 | Yes | No | 1 | 1 |
| K | A3A1 | Yes | No | 2 | 3 |
| K | A3C8 | Yes | No | 1 | 1 |
| K | A3E5 | Yes | No | 3 | 3 |
| K | A3F1 | Yes | No | 1 | 1 |
| K | A3F2 | Yes | No | 1 | 1 |
| K | A3F3 | Yes | No | 1 | 1 |
| K | A3F4 | Yes | No | 1 | 1 |
| K | A3F5 | Yes | No | 1 | 1 |
| K | A3F6 | Yes | No | 1 | 1 |
| K | A531 | Yes | No | 1 | 1 |
| K | A5A2 | Yes | No | 1 | 1 |
| K | A5A4 | Yes | No | 1 | 1 |
| K | A5A5 | Yes | No | 1 | 1 |
| K | A5D2 | Yes | No | 3 | 3 |
| K | A5D3 | Yes | No | 3 | 3 |
| K | A5D5 | Yes | No | 1 | 1 |
| K | A5D7 | Yes | No | 5 | 5 |
| K | A5D9 | Yes | No | 1 | 1 |
| K | A5E7 | Yes | No | 1 | 1 |
| K | A6B1 | Yes | No | 1 | 1 |
| K | A6B2 | Yes | No | 1 | 1 |
| K | B312 | Yes | No | 1 | 1 |
| K | B3B3 | Yes | No | 2 | 2 |
| K | B3B6 | Yes | No | 1 | 1 |
| K | B8A2 | Yes | No | 1 | 1 |
| K | C1A1 | Yes | No | 2 | 2 |
| K | C2A1 | Yes | No | 1 | 1 |
| K | C2A5 | Yes | No | 1 | 1 |
| K | C2A6 | Yes | No | 1 | 1 |
| K | C2B2 | No | Yes | | |
| K | C2B4 | Yes | No | 1 | 1 |
| K | C2B5 | Yes | No | 22 | 2 |
| K | C2B9 | Yes | No | 2 | 2 |
| K | C2D9 | Yes | No | 4 | 4 |
| K | C312 | Yes | No | 1 | 1 |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| K | C317 | Yes | No | 1 | 1 |
| K | C325 | Yes | No | 1 | 1 |
| K | C3A1 | Yes | No | 2 | 2 |
| K | C3A4 | Yes | No | 6 | 2 |
| K | C3A7 | Yes | No | 2 | 2 |
| K | C3A8 | Yes | No | 75 | 1 |
| K | C3G5 | Yes | No | 1 | 1 |
| K | C4A1 | Yes | No | 3 | 3 |
| K | C4A8 | Yes | No | 4 | 4 |
| K | C5A1 | Yes | No | 4 | 4 |
| K | C5A2 | Yes | No | 2 | 2 |
| K | C5A9 | Yes | No | 2 | 2 |
| K | C5B2 | Yes | No | 4 | 2 |
| K | C5B4 | Yes | No | 4 | 2 |
| K | C5B5 | Yes | No | 2 | 2 |
| K | C5B6 | Yes | No | 12 | 2 |
| K | C5B7 | Yes | No | 10 | 4 |
| K | C5B8 | Yes | No | 10 | 4 |
| K | C5B9 | Yes | No | 4 | 2 |
| K | C7A1 | Yes | No | 2 | 2 |
| K | D2A5 | Yes | No | 1 | 1 |
| K | D2A6 | Yes | No | 1 | 1 |
| K | D6A3 | Yes | No | 10 | 2 |
| K | D8A2 | Yes | No | 3 | 3 |
| K | E2A1 | Yes | No | 2 | 2 |
| K | E2A3 | Yes | No | 4 | 4 |
| K | E2B3 | No | Yes | | |
| K | E2B4 | Yes | No | 2 | 2 |
| K | E2B5 | Yes | No | 3 | 3 |
| K | E2B6 | Yes | No | 3 | 3 |
| K | E2B8 | Yes | No | 5 | 5 |
| K | E2B9 | Yes | No | 3 | 3 |
| K | E2C1 | Yes | No | 5 | 5 |
| K | E2C2 | No | Yes | | |
| K | E2C4 | Yes | No | 1 | 1 |
| K | E3A1 | Yes | No | 1 | 1 |
| K | E3A9 | Yes | No | 4 | 4 |
| K | E3F7 | Yes | No | 4 | 4 |
| K | E4B1 | No | Yes | 1 | |
| K | E4B2 | No | Yes | 1 | |
| K | E4B4 | No | Yes | 1 | |
| K | E4B5 | No | Yes | 1 | |
| K | E4B6 | No | Yes | 1 | |

Attachment 2

Levels of Service by Zone

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| K | E4B7 | No | Yes | 1 | |
| K | E4B8 | No | Yes | 1 | |
| K | E4B9 | No | Yes | 1 | |
| K | E4C1 | No | Yes | 1 | |
| K | E4C2 | No | Yes | 1 | |
| K | E4C3 | No | Yes | 1 | |
| K | E4C4 | No | Yes | 1 | |
| K | E4C5 | No | Yes | 1 | |
| K | E4C6 | No | Yes | 1 | |
| K | E4C7 | No | Yes | 1 | |
| K | E4C8 | No | Yes | 1 | |
| K | E5A4 | Yes | No | 1 | 1 |
| K | E5B3 | Yes | No | 1 | 1 |
| K | E5L5 | Yes | No | 3 | 3 |
| K | E6A1 | Yes | No | 2 | 2 |
| K | E6C2 | Yes | No | 4 | 4 |
| K | E713 | Yes | No | 3 | 3 |
| K | E7C6 | Yes | No | 8 | 1 |
| K | E811 | Yes | No | 2 | 2 |
| K | E812 | Yes | No | 2 | 2 |
| K | E8B3 | Yes | No | 2 | 2 |
| K | E8B6 | Yes | No | 1 | 1 |
| K | E8C1 | Yes | No | 3 | 3 |
| K | E8C3 | Yes | No | 4 | 1 |
| K | E8C5 | Yes | No | 20 | 3 |
| K | E8C6 | Yes | No | 20 | 2 |
| K | E8C8 | Yes | No | 4 | 4 |
| K | E8D1 | Yes | No | 4 | 4 |
| K | E917 | Yes | No | 1 | 1 |
| K | E9A1 | Yes | No | 1 | 1 |
| K | E9A3 | Yes | No | 2 | 2 |
| K | F5B6 | Yes | No | 1 | 1 |
| K | F817 | Yes | No | 1 | 1 |
| K | F9D2 | Yes | No | 2 | 2 |
| K | G2A1 | Yes | No | 1 | 1 |
| K | G3C5 | Yes | No | 2 | 2 |
| K | G5B2 | Yes | No | 2 | 2 |
| K | G603 | Yes | No | 1 | 1 |
| K | G609 | Yes | No | 1 | 1 |
| K | G6A1 | Yes | No | 1 | 1 |
| K | G6A2 | Yes | No | 2 | 2 |
| K | G6B6 | Yes | No | 2 | 2 |
| K | G6B9 | Yes | No | 2 | 2 |

Attachment 2

**Levels of Service by Zone**

| Sector | Building Code | Point of Service Recycle | Curbside Recycle | Number of Comingled Recycle Containers | Number of Recycle Containers Mixed Paper |
|---|---|---|---|---|---|
| K | G9A2 | Yes | No | 1 | 1 |

## Appendix B
## Price Schedule – Zones A through K

**1. Price**

The Contractor's monthly facility prices for providing the services as stated in Appendix A, for all facilities within Zones A through K, are provided in the Tables below. Facility addresses can be found in Attachment 1, Facilities by County Department, and levels of service required are listed in Attachment 2, Levels of Service by Zone.

**2. Rebate**

The Contractor shall remit to the County a rebate from the sale of the following recyclables collected in the County's Recycling Program as follows:

| | Recyclables Collected | Rebates |
|---|---|---|
| A | Commingled Materials (Plastic, Glass, Aluminum, Steel) and Mixed Paper | 50% of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets. |
| B | Corrugated Cardboard | 70% of the first full week of the Month "Old Corrugated Containers (OCC)" price for the Southeast as published by The Yellow Sheet - Official Board Markets. |
| C | Mixed Paper | 90% of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets. |
| D | Commingled Material (Plastic, Glass, Aluminum, and Steel) | 30% of the first full week of the month "Mixed Paper" price for the Southeast as published by The Yellow Sheet - Official Board Markets. |

Note: Commingled Material (plastic, glass, aluminum, and steel), listed in 2(D) above will use the first full week of the month "Mixed Paper" price for the Southeast as published by the Yellow Sheet – Official Board Markets to calculate the rebate, in lieu of price per ton.

**3. Additional Pricing**

The Contractor's price for addition/reduction of pickups and/or containers is as follows:

**A.** Addition/Reduction of Pick-Ups

| Price per Additional Pick-up per 95 gallon container | | Price per Additional Pick-up per cubic yard of cardboard | | Price per Additional Pick-up per pallet of Palletized Hardback Book Recycling | |
|---|---|---|---|---|---|
| Addition | Reduction | Addition | Reduction | Addition | Reduction |
| **$3.00** | $0 | $4.00 | **$0** | **$5.00** | **$0** |

**B.** Addition/Reduction of Containers

| Price per Additional 95 gallon container (including service) | | Price per Additional cubic yard of cardboard (including service) | | Price per Additional pallet of Palletized hardback Book Recycling (including service) | |
|---|---|---|---|---|---|
| Addition | Reduction | Addition | Reduction | Addition | Reduction |
| **$3.00** | $0 | $4.00 | **$0** | **$5.00** | **$0** |

## Monthly Facility Price Tables

| Zone A | | |
|---|---|---|
| **Building Code** | **Building Name** | **Monthly Facility Price** |
| A5E1 | Fire Department Station 65 East Homestead | $15.00 |
| A2A2 | Fire Department Station 60 Redlands | 15.00 |
| A5E2 | Fire Department Station 66 Village of Homestead | 15.00 |
| A4A1 | Cooperative Extension | 15.00 |
| A5C7 | Library - Homestead Branch | 15.00 |
| A3D1 | Fire Department Station 52 South Miami Heights | 15.00 |
| A3A5 | South Dade Regional Library | 15.00 |
| A3C9 | Fire Department Station 55 Saga Bay | 15.00 |
| A2A3 | Agricultural Patrol Section | 15.00 |
| A3A3 | Fire Department Station 34 Cutler Ridge | 15.00 |
| A3A6 | ISD Fleet Management Transfer Shop | 15.00 |
| A3A7 | South Dade Government Center | 15.00 |
| A3B2 | South Dade Government Center Court Annex | 15.00 |
| A3B4 | ISD Fleet Management Shop 3D (Solid Waste) | 15.00 |
| A3B9 | Solid Waste Disposal (South Dade Land Fill) | 15.00 |
| A3A4 | MDPD South District 4 | 15.00 |
| A5B7 | Naranja Park | 15.00 |
| A3G4 | Goulds Park | 15.00 |
| A3G1 | South Miami Cultural Arts Center | 15.00 |
| A4A6 | Redland Fruit & Spice Park | 15.00 |
| A4A7 | Cinco De Mayo Park | 15.00 |
| A5B4 | Camp Owaissa Bauer Park | 15.00 |
| A3G2 | Eureka Park | 15.00 |
| A5B6 | Leisure Lake Park | 15.00 |
| A3F9 | South Dade Trade Shop | 15.00 |
| A6A6 | Black Point Marina | 15.00 |
| A6A7 | Homestead Bay Front Marina | 15.00 |
| A6A9 | Modello Park | 15.00 |
| A701 | Benito Juarez Park | 15.00 |
| A2A1 | Fire Department Station 5 Princeton | 15.00 |
| A4A3 | Fire Department Station 6 Modello | 15.00 |
| A5B5 | South Miami-Dade Pool | 15.00 |
| A5E6 | Fire Department Urban Search and Rescue (USAR WHSE) | 15.00 |
| A6A1 | WASD South Miami Heights Maintenance Center | 15.00 |
| A3D6 | WASD South District Wastewater Treatment Plant | 15.00 |
| A401 | Library - Naranja Branch | 15.00 |
| A3G3 | L&P Thompson Park Campground | 15.00 |
| A5E5 | Fire Department Urban Search and Rescue (USAR) | 15.00 |
| A5B3 | Fire Department Station 16 Homestead/Florida City | 15.00 |
| A3F8 | Southridge Park | 15.00 |
| A3F7 | Parks & Recreation Landscape Section | 15.00 |
| 41 Sites | **Total Monthly Price - Zone A** | $615.00 |

| ZONE B | | |
|---|---|---|
| Building Code | Building Name | Monthly Facility Price |
| B5A4 | Library - Kendall Branch | $15.00 |
| B2D2 | ISD Fleet Shop 2 Building 1 | 15.00 |
| B2F7 | Intergovernmental Bureau South | 15.00 |
| B4A5 | MDPD Hammocks District 8 | 15.00 |
| B9A1 | Fire Department Station 50 Perrine | 15.00 |
| B610 | Library - Pinecrest Branch | 15.00 |
| B4A3 | Library - Kendale Lakes Branch | 15.00 |
| B6A5 | Fire Department Station 49 Pinecrest | 15.00 |
| B3B4 | Library - South Miami Branch | 15.00 |
| B301 | Library - Virrick Park Branch | 15.00 |
| B5A3 | Library - Coral Reef Branch | 15.00 |
| B2C3 | WASD Radio Shop/SWWF | 15.00 |
| B3A5 | WASD Douglas Road Office | 15.00 |
| B2B1 | Construction Maintenance Division (Kendall) | 15.00 |
| B2F8 | Public Works Rights of Way Assets and Aesthetics Mgt. | 15.00 |
| B100 | Library - West Kendall Regional Branch | 15.00 |
| B2E4 | ITD Radio Shop | 15.00 |
| B5B2 | 3B District Office | 15.00 |
| B2F4 | WASD Westwood Lakes Maintenance Facility | 15.00 |
| B2F3 | WASD Alexander Orr Water Treatment Plant | 15.00 |
| B8B2 | Fire Department Station 43 Richmond | 15.00 |
| B2D1 | Fire Department Station 9 Kendall | 15.00 |
| B2F9 | Fire Department Urban Search and Rescue | 15.00 |
| B2E6 | ISD Fleet Station 5 Kendall Police Station | 15.00 |
| B2A2 | Emergency Operations Center | 15.00 |
| B2C2 | Fire Department Station 57 West Kendall | 15.00 |
| B1B2 | Fire Department Station 56 West Sunset | 15.00 |
| B5B9 | Fire Department Station 53 Turnpike South | 15.00 |
| B3B5 | Fire Department Station 14 South Miami | 15.00 |
| B5A2 | Fire Department Station 4 Coral Reef | 15.00 |
| B2C9 | Fire Department Station 13 Old Headquarters Bldg. | 15.00 |
| B6A3 | Fire Department Station 23 Sunland/Pinecrest | 15.00 |
| B4A2 | Fire Department Station 36 Hammocks | 15.00 |
| B1A1 | Fire Department Station 37 West Bird | 15.00 |
| B2A1 | Data Processing Center | 15.00 |
| B6B3 | Chapman Field Park | 15.00 |
| B3B1 | Tropical Park | 15.00 |
| B4A6 | Wild Lime Park | 15.00 |
| B4A8 | Hammocks Community Park | 15.00 |
| B5A9 | Briar Bay Golf Course | 15.00 |
| B8A8 | Palmetto Golf Course | 15.00 |
| B5C1 | Devonaire Park | 15.00 |
| B5C2 | Ron Ehmann Park | 15.00 |
| B2C7 | McMillan Park | 15.00 |
| B6B2 | Matheson Hammock Park | 15.00 |
| B2C6 | Three Lakes Park | 15.00 |
| B6B4 | Continental Park | 15.00 |
| B7A1 | South Dade Park | 15.00 |

| | | |
|---|---|---|
| B7A2 | Eureka Villas Park | 15.00 |
| B8A9 | Metrozoo | 15.00 |
| B8B3 | West Perrine Park | 15.00 |
| B8B4 | Colonial Drive Park | 15.00 |
| B4B1 | Camp Matecumbe Park | 15.00 |
| B9A2 | Bill Sadowski Park | 15.00 |
| B9A3 | Deering Estate | 15.00 |
| B5C3 | Sgt. Joe Delancy Park | 15.00 |
| B2F1 | Kendall District 5 | 15.00 |
| B2E7 | Raices Miller Park | 15.00 |
| B2C8 | Fleet Shop 3B | 15.00 |
| B1A6 | Miller Pond Park | 15.00 |
| B1A3 | Westwind Lakes Park | 15.00 |
| B1A4 | Bird Lakes Park | 15.00 |
| B1A5 | Kendall Lakes Park | 15.00 |
| B2B6 | Kendall Warehouse P&R | 15.00 |
| B2C4 | Kendall Indian Hammock Park | 15.00 |
| B2C5 | Soccer Park | 15.00 |
| 66 Sites | **Total Monthly Price – Zone B** | **$990.00** |

| **ZONE C** | | |
|---|---|---|
| **Building Code** | **Building Name** | **Monthly Facility Price** |
| C7A8 | WASD LeJeune Office | $15.00 |
| C2A4 | Corrections - Pretrial Detention Center | 15.00 |
| C514 | Coral Gables Courthouse | 15.00 |
| C9A4 | Public Works Rickenbacker Toll Plaza | 15.00 |
| C319 | Library - Culmer/Overtown Branch | 15.00 |
| C212 | Metro Annex | 15.00 |
| C2A7 | Medical Examiner Main Building | 15.00 |
| C214 | Graham Building - State Attorney | 15.00 |
| C2A3 | Richard E. Gerstein Criminal Justice Building | 15.00 |
| C2E9 | Public Defenders | 15.00 |
| C223 | Civic Park Plaza | 15.00 |
| C2H9 | WASD Water Distribution Maintenance Facility | 15.00 |
| C2F3 | Central Transfer Station | 15.00 |
| C9A3 | Public Works Tolls Maintenance | 15.00 |
| C3B8 | Overtown Transit Village North | 15.00 |
| C8A4 | Coordinated Victims Assistance Center | 15.00 |
| C4A2 | Miami-Dade County Auditorium | 15.00 |
| C512 | Library - Shenandoah Branch | 15.00 |
| C511 | Library - Hispanic Branch | 15.00 |
| C3C1 | Overtown Transit Village South | 15.00 |
| C9A8 | WASD Central District Wastewater Treatment Plant | 15.00 |
| C8A5 | Vizcaya Museum | 15.00 |
| C714 | Library - Coconut Grove Branch | 15.00 |
| 23 Sites | **Total Monthly Price – Zone C** | **$345.00** |

| ZONE D | | |
|---|---|---|
| **Building Code** | **Building Name** | **Monthly Facility Price** |
| D5A7 | Metro Flagler Building | $15.00 |
| D2A7 | WASD Pump Station 1 (4th Street Station) | 15.00 |
| D5A2 | Stephen P. Clark Center | 15.00 |
| D5A8 | Cultural Center | 15.00 |
| D527 | Courthouse East | 15.00 |
| D5D1 | Courthouse Center | 15.00 |
| D5D3 | Hickman Building | 15.00 |
| D5B7 | ISD Fleet Management Motor Pool | 15.00 |
| D5A4 | Central Support Facility | 15.00 |
| D5B3 | Metro Mover Maintenance Building | 15.00 |
| D5A1 | Dade County Courthouse | 15.00 |
| D5D6 | West Lot | 15.00 |
| 12 Sites | **Total Monthly Price – Zone D** | $180.00 |

| ZONE E | | |
|---|---|---|
| **Building Code** | **Building Name** | **Monthly Facility Price** |
| E8A6 | ISD Fleet Shop 1 | $15.00 |
| E1A3 | ISD Fleet Station 2 Police Northside Station | 15.00 |
| E7A8 | Central Bus Facility | 15.00 |
| E312 | Fire Department Station 27 North Bay Village | 15.00 |
| E6F9 | Fire Department Station 42 Fisher Island | 15.00 |
| E3G5 | Fire Department Station 30 Miami Shores/El Portal | 15.00 |
| E4A2 | Fire Department Station 2 Model Cities | 15.00 |
| E7C5 | ISD Trade Shops | 15.00 |
| E5A5 | Caleb Center Main Building | 15.00 |
| E7A1 | Juvenile Justice Annex | 15.00 |
| E715 | Hialeah Courthouse | 15.00 |
| E4A6 | Martin Luther King Park | 15.00 |
| E5L3 | WASD 36th Street Yard | 15.00 |
| E2A7 | Fire Department Station 7 West Little River | 15.00 |
| E2A8 | West Little River Park | 15.00 |
| E2A9 | Arcola Lakes Park | 15.00 |
| E2B1 | Arcola Park | 15.00 |
| E4A5 | MLK Maintenance Building Roving Crew | 15.00 |
| E5B1 | Gwen Cherry Park NFL Yet Center | 15.00 |
| E5B2 | African Heritage Cultural Arts Center | 15.00 |
| E7C4 | Jefferson Reaves Senior Park | 15.00 |
| E8A8 | Olinda Park | 15.00 |
| E8A9 | Marva Bannerman Park | 15.00 |
| E3A2 | Soar Park | 15.00 |
| E1A1 | Library - North Central Branch | 15.00 |
| E618 | Library - Little River Branch | 15.00 |
| E617 | Library - Lemon City Branch | 15.00 |
| E619 | Library - Edison Center Branch | 15.00 |
| E7A4 | Central Bus Facility | 15.00 |
| E5A6 | Joseph Caleb Auditorium | 15.00 |
| 30 Sites | **Total Monthly Price – Zone E** | $450.00 |

| ZONE F | | |
|---|---|---|
| Building Code | Building Name | Monthly Facility Price |
| F2C8 | Fire Department Hazmat Warehouse | $15.00 |
| F5A4 | MDPD Midwest Station 3 | 15.00 |
| F5B2 | Elections Headquarters | 15.00 |
| F5A6 | Records Center | 15.00 |
| F5B5 | Fire Headquarters Emergency Management | 15.00 |
| F5A1 | MDPD Police Headquarters Complex | 15.00 |
| F3A9 | William Leahman Operations Maintenance | 15.00 |
| F7A3 | Fire Department Station 58 Tamiami | 15.00 |
| F8A3 | Fire Department Station 3 Tropical Park | 15.00 |
| F6A4 | Fire Department Station 17 Virginia Gardens | 15.00 |
| F611 | Fire Department Station 35 Miami Springs | 15.00 |
| F9A1 | Fire Department Station 40 West Miami | 15.00 |
| F7C4 | Fire Department Station 61 Trail | 15.00 |
| F2C6 | Fire Department Station 45 Doral | 15.00 |
| F2C7 | Fire Department Station 46 Medley | 15.00 |
| F3B3 | WASD Hialeah Water Treatment Plant | 15.00 |
| F3B5 | WASD John E. Preston Water Treatment Plant | 15.00 |
| F2A4 | 58th Street District Office | 15.00 |
| F902 | West Transfer Station | 15.00 |
| F6A8 | Boot Camp | 15.00 |
| F6B1 | Food Administration Building | 15.00 |
| F6A7 | Corrections TGK | 15.00 |
| F2A7 | Public Works Road, Bridge & Canal Maintenance | 15.00 |
| F5A7 | Resources Recovery Facility | 15.00 |
| F2B2 | Police Training Center | 15.00 |
| F5A2 | Property & Evidence Bureau | 15.00 |
| F8A4 | Fire Department Station 29 Sweetwater | 15.00 |
| F916 | Library - West Flagler Branch | 15.00 |
| F9A3 | A.D. Barnes Nature Center | 15.00 |
| F9A2 | Brothers to the Rescue Park | 15.00 |
| F8B4 | Tamiami Park | 15.00 |
| F8B3 | Ruben Dario Park | 15.00 |
| F8A9 | Women's Park | 15.00 |
| F7A7 | Trail glades Range | 15.00 |
| F7A6 | North Trail Park | 15.00 |
| F7A5 | Southern Estates Park | 15.00 |
| F2C9 | Fire Department Station North Fire Shop (Penske) | 15.00 |
| F3B1 | WASD Medley Yard | 15.00 |
| F3B4 | WASD Hialeah Maintenance Facility | 15.00 |
| F9C5 | Coral Way Bus Maintenance Facility | 15.00 |
| F711 | Building Department | 15.00 |
| F8A5 | Library - West Dade Regional Branch | 15.00 |
| F6A3 | Materials Management | 15.00 |
| F5B4 | Library - International Mall Branch | 15.00 |
| F3A6 | Animal Services | 15.00 |
| F2A6 | Public Works Mosquito Control | 15.00 |
| F6B4 | Public Works Traffic Signals and Sign | 15.00 |
| F4A1 | Metro West Detention Center | 15.00 |

| | | |
|---|---|---|
| F6A6 | Corrections Stockade | 15.00 |
| F2A2 | ISD Fleet Shop 3 Solid Waste Management | 15.00 |
| F5B3 | Fire Department Station 48 Fontainebleau | 15.00 |
| F8A1 | Fire Department Station 47 Westchester | 15.00 |
| F4A2 | Lightspeed (Emergency Operations Center) | 15.00 |
| F601 | Library - Miami Springs Branch | 15.00 |
| F914 | Library - Coral Gables Branch | 15.00 |
| 55 Sites | Total Monthly Price – Zone F | $825.00 |

**ZONE G**

| Building Code | Building Name | Monthly Facility Price |
|---|---|---|
| G2A8 | Landmark Keller Building # 2 | $15.00 |
| G2C3 | Landmark Work Adjustment Center # 19 | 15.00 |
| G2C6 | Landmark Carnation Residence # 22 | 15.00 |
| G2C7 | Landmark Rose Residence # 23 | 15.00 |
| G2C8 | Landmark Gladiola Residence # 24 | 15.00 |
| G2D1 | Landmark Azalea Residence # 26 | 15.00 |
| G2D3 | Landmark Caladium Residence # 28 | 15.00 |
| G2D4 | Landmark Geranium Residence # 29 | 15.00 |
| G2A4 | North Dade Landfill | 15.00 |
| G2D6 | Landmark Periwinkle Residence # 31 | 15.00 |
| G2B5 | Landmark Adjunctive Therapy # 7 | 15.00 |
| G2A7 | Landmark Administration # 1 | 15.00 |
| G6A5 | Fire Department Station 41 | 15.00 |
| G6D3 | Fire Department Station 22 Interama | 15.00 |
| G5A9 | Fire Department Station 54 Miami Gardens | 15.00 |
| G3A7 | Fire Department Station 8 Aventura | 15.00 |
| G2D5 | Landmark Hibiscus Residence # 30 | 15.00 |
| G2B2 | Landmark Cafeteria # 5/5A | 15.00 |
| G3B7 | Northeast Transfer Station | 15.00 |
| G5B8 | WASD Carol City Yard | 15.00 |
| G2H5 | Landmark Pavilion Central | 15.00 |
| G2H1 | Landmark New Warehouse # 62 | 15.00 |
| G2D9 | Landmark Chaffee # 34 | 15.00 |
| G2E1 | Landmark Frissom # 35 | 15.00 |
| G2D7 | Landmark Poinsettia # 32 | 15.00 |
| G2C2 | Landmark Work Adjustment Center # 18 | 15.00 |
| G2B1 | Landmark Chapel # 4 | 15.00 |
| G2B7 | Landmark Service Center # 9 | 15.00 |
| G3A9 | Fire Department Station 38 Norland | 15.00 |
| G913 | Fire Department Station 19 North Miami West | 15.00 |
| G914 | Fire Department Station 20 North Miami East | 15.00 |
| G6D2 | Fire Department Station 33 Aventura South | 15.00 |
| G7A1 | Fire Department Station 28 Hialeah Gardens | 15.00 |
| G2B3 | Landmark Dawn Building # 6 | 15.00 |
| G2B4 | Landmark Horizon Building # 7 | 15.00 |
| G3A4 | Fire Department Station 11 Carol City | 15.00 |
| G2D8 | Landmark Fern # 33 | 15.00 |
| G4A3 | Norman &Jean Reach Park | 15.00 |
| G2H6 | Fire Department Station 1 Miami Lakes | 15.00 |

| | | |
|---|---|---|
| G4A4 | Country Club of Miami Building 1 | 15.00 |
| G3C1 | Intergovernmental Bureau North | 15.00 |
| G2H9 | Country Village Park | 15.00 |
| G3C2 | Ives Estates Park | 15.00 |
| G6A9 | WASD North District Wastewater Treatment Plant | 15.00 |
| G3C4 | Highland Oaks Parks | 15.00 |
| G3A1 | Northeast Bus Maintenance Facility | 15.00 |
| G5B1 | North Glades Park | 15.00 |
| G6D6 | Oak Grove Park | 15.00 |
| G6D7 | Greynolds Park | 15.00 |
| G6D9 | Greynolds Park Campground | 15.00 |
| G8A3 | Amelia Earhart Park | 15.00 |
| G8A5 | Amelia Earhart Village | 15.00 |
| G9A1 | Little River Park | 15.00 |
| G3C3 | Ojus Park | 15.00 |
| G5A1 | ISD County Store | 15.00 |
| G8A1 | Fire Department Station 26 Opa-Locka | 15.00 |
| G311 | Fire Department Station 63 Highland Oaks | 15.00 |
| G402 | Fire Department Station 64 Miami Lakes West | 15.00 |
| G4A1 | Fire Department Station 44 Palm Springs North | 15.00 |
| G2H7 | Fire Department Station 51 Honey Hill | 15.00 |
| G5A2 | Northwest District 1 | 15.00 |
| G6A4 | North Dade Justice Center | 15.00 |
| G513 | Corrections Warehouse | 15.00 |
| G6D5 | Library - Golden Glades Branch | 15.00 |
| G3A6 | Library - North Dade Regional Branch | 15.00 |
| G5A4 | Library - Miami Lakes Branch | 15.00 |
| G6B5 | Police Station 6 North Dade | 15.00 |
| 67 Sites | Total Monthly Price – Zone G | $1,005.00 |

**ZONE H**

| Building Code | Building Name | Monthly Facility Price |
|---|---|---|
| H6B5 | Seaport Passenger Terminal #6 | $15.00 |
| H6D5 | Marine Safety Bureau | 15.00 |
| H6D4 | Fire Department Station 39 Port of Miami | 15.00 |
| H6A2 | Seaport Transit Shed "A" | 15.00 |
| H6A3 | Seaport Transit Shed "B" | 15.00 |
| H6A4 | Seaport Transit Shed "C" | 15.00 |
| H6A5 | Seaport Transit Shed "D" | 15.00 |
| H6A6 | Seaport Transit Shed "E" | 15.00 |
| H6A7 | Seaport Transit Shed "F" | 15.00 |
| H6A8 | Seaport Transit Shed "G" | 15.00 |
| H6A9 | Seaport Passenger Terminal #1 | 15.00 |
| H6B1 | Seaport Passenger Terminal #2 | 15.00 |
| H6B2 | Seaport Passenger Terminal #3 | 15.00 |
| H6D7 | Seaport - Parking Garage C | 15.00 |
| H6B4 | Seaport Passenger Terminal #5 | 15.00 |
| H6D3 | Seaport Immigration (Service Office & Customs) | 15.00 |
| H6B6 | Seaport Passenger Terminal #7 | 15.00 |
| H6C2 | Seaport 1080 Building | 15.00 |

| | | |
|---|---|---|
| H6C3 | Seaport Seamen's Park & Clubhouse | 15.00 |
| H6C4 | Seaport Container Complex | 15.00 |
| H6C5 | Seaport Dodge Island Maintenance Building | 15.00 |
| H6C9 | Seaport Cruise Passenger Parking | 15.00 |
| H6D1 | Seaport Container Terminal (Marshalling & Storage Lot | 15.00 |
| H6D2 | Seaport S.W. Cruise (terminal & Office Complex) | 15.00 |
| H6B3 | Seaport Passenger Terminal #4 | 15.00 |
| H6C1 | Seaport Royal Caribbean Cruise Lines | 15.00 |
| 26 Sites | Total Monthly Price – Zone H | $390.00 |

**ZONE I**

| Building Code | Building Name | Monthly Facility Price |
|---|---|---|
| I6G2 | Miami International Airport Building 3040 Warehouse | $15.00 |
| I6G1 | Miami International Airport Building 3040 | 15.00 |
| I6F8 | Miami International Airport Building 3030 | 15.00 |
| I3A2 | Tamiami Airport Operations | 15.00 |
| I5A6 | Fire Station 25 Opa-Locka Air Port | 15.00 |
| I6E8 | Miami International Airport Building 846, Fire Station (Airside) | 15.00 |
| I6B9 | Miami International Airport Building 100 | 15.00 |
| I6B2 | Miami International Airport Building 5A (West Side) | 15.00 |
| I6B1 | Miami International Airport (Airside Operations – multiple points of collection) | 15.00 |
| I6A8 | Miami International Airport Terminal (multiple points of collection) | 15.00 |
| I5A8 | Opa-Locka Airport Operations (MDAD Administration Building) | 15.00 |
| I6A3 | Fire Department Station 12 Miami International Air | 15.00 |
| I3A4 | Fire Air Rescue South (Air Rescue) | 15.00 |
| F6B5 | Fire Department Station 59 Airport North Side | 15.00 |
| 14 Sites | Total Monthly Price – Zone I | $210.00 |

**ZONE J**

| Building Code | Building Name | Monthly Facility Price |
|---|---|---|
| G614 | Fire Department Station 31 North Miami Beach | $15.00 |
| G6D1 | Fire Department Station 32 Uleta | 15.00 |
| G6B2 | Fire Department Station 10 Sunny Isles Beach | 15.00 |
| C9B3 | Ocean Rescue Bureau | 15.00 |
| C3F9 | Public Works Venetian Toll Plaza | 15.00 |
| C9A1 | Fire Department Station 15 Key Biscayne | 15.00 |
| E6A3 | Pelican Harbor Marina | 15.00 |
| C911 | Library - Miami Beach Branch | 15.00 |
| C9A2 | Library - Key Biscayne Branch | 15.00 |
| G6E1 | Ocean Rescue Bureau (Haulover) | 15.00 |
| C9B4 | Crandon Park Marina | 15.00 |
| C9A9 | Crandon Park | 15.00 |
| C9B1 | Crandon Golf Course | 15.00 |
| C9B2 | Crandon Tennis Complex | 15.00 |
| G6E2 | Fire Department Station 21 Haulover | 15.00 |
| 15 Sites | Total Monthly Price – Zone J | $225.00 |

| ZONE K | | |
|---|---|---|
| Building Code | Building Name | Monthly Facility Price |
| A5A4 | Naranja Neighborhood Service Center | $15.00 |
| A3F5 | In Transition South Peace | 15.00 |
| A3F6 | In Transition South Faith | 15.00 |
| A5D9 | Homestead Adult Daycare | 15.00 |
| A3F3 | In Transition South Determination | 15.00 |
| A3F2 | In Transition South Wisdom | 15.00 |
| A3A1 | Human Services South Dade Adult Daycare | 15.00 |
| A3F4 | In Transition South Serenity | 15.00 |
| A3C8 | In Transition South | 15.00 |
| A3F1 | In Transition South Courage | 15.00 |
| A3E5 | Arthur Mays Village | 15.00 |
| A5D7 | Naranja | 15.00 |
| A5D5 | Moody Gardens | 15.00 |
| A5D2 | Pine Island I | 15.00 |
| A5D3 | Pine Island II | 15.00 |
| A5E7 | Greater Miami Service Corp (South) | 15.00 |
| A6B2 | Modella HUD | 15.00 |
| A6B1 | CPH South | 15.00 |
| A531 | Pine Island After School Program | 15.00 |
| A5A2 | Florida City/Homestead Community Enrichment Center | 15.00 |
| A313 | Goulds Community Enrichment Center | 15.00 |
| A5A5 | Emergency Housing Center (South) | 15.00 |
| B3B6 | South Miami | 15.00 |
| B8A2 | Perrine Community Enrichment Center | 15.00 |
| B3B3 | South Miami Family | 15.00 |
| B312 | South Miami CAA | 15.00 |
| C5A1 | Jose Marti Plaza Public Housing | 15.00 |
| C1A1 | Family & Adolescent Development | 15.00 |
| C312 | South Beach community Enrichment Center | 15.00 |
| C325 | Fienberg/Fisher Elementary | 15.00 |
| C2A6 | D-Sail | 15.00 |
| C7A1 | Coconut Grove Neighborhood Service Center | 15.00 |
| C2A1 | Allapattah Neighborhood Service Center | 15.00 |
| C3A1 | Culmer Main Building | 15.00 |
| C2A5 | Jackson Dade | 15.00 |
| C3A4 | Phyllis Wheatly Public Housing | 15.00 |
| C3G5 | Culmer Neighborhood Service Center Main Bldg. "B" | 15.00 |
| C7A7 | Stirrup Plaza Public Housing | 15.00 |
| C5B8 | Robert King High | 15.00 |
| C5B7 | Haley Sofge | 15.00 |
| C5B2 | Joe Moretti | 15.00 |
| C5B4 | Joe Moretti Site 3 | 15.00 |
| C5B5 | Joe Moretti Site 4 | 15.00 |
| C5B6 | Joe Moretti Site 5 | 15.00 |
| C3A8 | Culmer Gardens | 15.00 |
| C2B2 | Town Park | 15.00 |
| C5A2 | Little Havana | 15.00 |

| | | |
|---|---|---|
| C5A9 | Falk Turnkey | 15.00 |
| C4A8 | Smathers Plaza Senior Center | 15.00 |
| C2B4 | Green Turnkey | 15.00 |
| C2B9 | Helen Sawyer Plaza | 15.00 |
| C4A1 | Smathers Plaza | 15.00 |
| C3A7 | Culmer Place | 15.00 |
| C317 | CPH North | 15.00 |
| C5B9 | Medvin Apartments | 15.00 |
| C2D9 | Martin Fine Villas | 15.00 |
| C2B5 | Claude Pepper Towers | 15.00 |
| D2A6 | Parkside 1 Public Housing | 15.00 |
| D2A5 | Parkside 2 Public Housing | 15.00 |
| D6A3 | Harry Cain | 15.00 |
| D8A2 | Wynwood Elderly Public Housing | 15.00 |
| E5L5 | Ward Towers | 15.00 |
| E4C6 | Jack Orr Ranch Residence 5 | 15.00 |
| E4C5 | Jack Orr Ranch Residence 4 | 15.00 |
| E4C4 | Jack Orr Ranch Residence 3 | 15.00 |
| E4C3 | Jack Orr Ranch Int. D/N Administration | 15.00 |
| E4C2 | Jack Orr Ranch Residential 2 | 15.00 |
| E4C1 | Jack Orr Ranch Residential 1 | 15.00 |
| E4C8 | Jack Orr Ranch Residence 7 | 15.00 |
| E3A1 | North Dade Victims Center | 15.00 |
| E6A1 | Edison Neighborhood Service Center | 15.00 |
| E8D1 | Three Round Towers | 15.00 |
| E2A3 | Palm Towers | 15.00 |
| E6C2 | Victory Homes | 15.00 |
| E8C3 | Scattered Sites 11D | 15.00 |
| E9A1 | Wynwood Building A | 15.00 |
| E4B5 | Jack Orr Ranch Administration | 15.00 |
| E4C7 | Jack Orr Ranch Residence 6 | 15.00 |
| E3A9 | Little River Plaza Public Housing | 15.00 |
| E4B6 | Jack Orr Ranch Staff Office | 15.00 |
| E4B7 | Jack Orr Ranch Maintenance | 15.00 |
| E4B8 | Jack Orr Ranch Group Building | 15.00 |
| E4B9 | Jack Orr Ranch Int D/N Ad | 15.00 |
| E4B1 | New Directions Residential | 15.00 |
| E4B2 | New Directions Trailer E | 15.00 |
| E2B3 | New Directions Trailer W | 15.00 |
| E4B4 | New Directions Maintenance Building | 15.00 |
| E917 | Haitian Senior Center | 15.00 |
| E2B5 | Palm Court | 15.00 |
| E2B6 | Twin Lakes | 15.00 |
| E2B4 | Emmer Turnkey | 15.00 |
| E2A1 | Kline-Nunn | 15.00 |
| E8B6 | In-Cities Wynwood | 15.00 |
| E2B8 | Edison Plaza | 15.00 |
| E2C2 | Edison Courts Management | 15.00 |
| E2B9 | Peter Plaza | 15.00 |
| E5B3 | Liberty Square | 15.00 |
| E5A4 | Emergency Housing Center (North) | 15.00 |
| E3F7 | Little River Terrace | 15.00 |

| | | |
|---|---|---|
| E7C6 | Scattered Sites 9D | 15.00 |
| E2C4 | Gwen Cherry 22 (813) | 15.00 |
| E2C1 | Lemon City | 15.00 |
| E713 | Bethune Elementary | 15.00 |
| E8C1 | Gwen Cherry | 15.00 |
| E8C5 | Donn Gardens | 15.00 |
| E8C6 | Abe Arronovitz | 15.00 |
| E8C8 | In-Cities Wynwood | 15.00 |
| E811 | Psychological Services Division | 15.00 |
| E812 | Greater Miami Service Corp (North) | 15.00 |
| E9A3 | Wynwood Community Enrichment Center | 15.00 |
| E8B3 | Rainbow Village | 15.00 |
| F5B6 | Carrie P. Meek | 15.00 |
| F817 | Sweetwater | 15.00 |
| F9D2 | West Dade Adult Daycare | 15.00 |
| G6B9 | Miami Gardens Community Enrichment Center | 15.00 |
| G6B6 | Ophelia E. Brown-Lawson | 15.00 |
| G603 | In Transition North Building | 15.00 |
| G609 | Miami Gardens Infants/Toddlers | 15.00 |
| G9A2 | Opa-Locka Elderly | 15.00 |
| G5B2 | Palmetto Gardens | 15.00 |
| G3C5 | Colonel Henry Zubkoff | 15.00 |
| G6A2 | Miami Gardens Neighborhood Service Center | 15.00 |
| G6A1 | North Dade Adult Day Care | 15.00 |
| G2A1 | North Dade Neighborhood Service Center | 15.00 |
| 124 Sites | Total Monthly Price – Zone K | $1,860.00 |

Notes:

1. All out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price and rebates, as they will not be reimbursed separately by the County.
2. Price and rebates shall remain firm and fixed for the initial five year term of the contract. See Article 8 of the Contract for the pricing for the option-to-renew years.
3. Fees under the Inspector General Reviews and User Access Program do not apply to Zone K.

# LIVING WAGE
# SUPPLEMENTAL GENERAL CONDITIONS

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this contract. Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance.

This Supplemental General Condition is organized with the following sections:

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

## 1. DEFINITIONS

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

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

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

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

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

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

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

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

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

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

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

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

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

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

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

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

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

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

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

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

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

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

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

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

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

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

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

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

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

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.82 per hour or $12.06 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.76 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

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

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

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

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

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

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

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

4. PAYROLL; RECORDS; REPORTING

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

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

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

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

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

5. SUBCONTRACTS

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

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

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

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

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

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

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

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

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

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

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

# Memorandum

**To:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**From:** Marlene Armand For
Charles Scurr, Executive Director

**Date:** September 18, 2013

**Re:** **CITT AGENDA ITEM 5A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE COMPETITIVE CONTRACT AWARDS AND CONTRACT MODIFICATIONS, IN THE AMOUNT OF **$25,973,000.00**, FOR PURCHASE OF GOODS AND SERVICES, PROCESSED BY THE INTERNAL SERVICES DEPARTMENT (ISD) ON BEHALF OF MIAMI-DADE TRANSIT (MDT), AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(MDT/ISD – Legislative File Nos. 131538 and 131555)**

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On September 18, 2013, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 13-041. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Miguel Gonzalez, Assistant County Attorney