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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

Date: September 20, 2016

Agenda Item No. 8(F)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services

Resolution No. R-846-16

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. 00254, Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services*, for the Department of Solid Waste Management. The Department provides carts for approximately 330,000 households in Miami-Dade County for recycling, waste removal and associated garbage collection purposes.

Miami-Dade County, pursuant to Ordinance No. 15-15, served as the lead public agency for U.S. Communities Government Purchasing Alliance (U.S. Communities), issuing a competitive Request for Proposals to establish a Master Agreement with a vendor for a complete supply of waste carts, recycling carts, cart parts, bins and related products and services. As the lead agency, the County managed this solicitation on behalf of all states, local governments, school districts, and other governmental agencies and nonprofit organizations that participate in U.S. Communities cooperative purchasing. Participating entities are able to access the contract and directly provide their requirements to the awarded firm. U.S. Communities charges suppliers an administrative fee of two (2) percent of total sales and then remits five (5) percent of that amount to the lead agency, ultimately generating revenue for the County.

## Scope

The scope of this item is countywide in nature.

## Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is $6,400,000. The County reserves the right, at its sole discretion, to exercise the one (1), five-year option to renew. If the County exercises the option to renew term, the contract's cumulative value is estimated to be $12,800,000. The County currently procures the solicited goods and services via a Commonwealth of Massachusetts contract that it will continue to access until award of this contract.

The negotiated agreement resulting from this solicitation includes savings to the County of $26,743 for the initial purchase of 9,132 carts. Additionally, due to the volatility of resin prices, which is the major material cost for the bins, the agreement includes quarterly price adjustments for carts and recycling bins as a result of increases or decreases in resin per pound. Price adjustments will be made in accordance with the change in the High Density Polyethylene Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical and Plastics Analysis Report. The increase or decrease will be reflected in the unit price per cart. The cart sizes are 35, 64/65 and 95/96 gallons. During the term of the agreement and the option to renew, prices will only be adjusted in accordance with the aforementioned report. No other cost factors will be considered for adjustment during the term of the agreement.

| Department | Allocation | Funding Source | Contract Manager |
|---|---|---|---|
| Solid Waste Management | $6,400,000 | Proprietary Funds | Olga Espinosa-Anderson |
| **Total** | **$6,400,000** | | |

**Track Record/Monitor**
Phillip Ford 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 all provisions of the contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38, including any cancellation, renewal and extension provisions.

**Vendor Recommended for Award**
A Request for Proposals was issued under full and open competition on January 24, 2016. Seven (7) vendors responded to the solicitation, of which three (3) were "No Bids."

| Awardee | Principal Address | Address of Branch Offices or Headquarters in Miami-Dade or Broward* | Number of Employee Residents<br>1) Miami-Dade<br>2) Broward<br>3) Percentage* | Principal |
|---|---|---|---|---|
| Rehrig Pacific Company, LLC | 7452 Presidents Drive Orlando, Florida | None | 0<br>0<br>0% | W. Pat Apps |

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County or Broward County as compared to the vendor's total workforce.

**Vendors Not Recommended for Award**

| Vendor | Reason for Not Recommending |
|---|---|
| Cascade Engineering, Inc. | Evaluation Scores/Ranking |
| Peninsula Plastics, Ltd. | |
| Schaefer Systems | |
| Otto Environmental Systems, LLC | No Bid* |
| Santex Corporation | |
| Toter Incorporated | |

*A "No Bid" means the vendor responded and indicated it would not be submitting a proposal.

**Due Diligence**
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department'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 bidders, debarred bidders, delinquent contractors, suspended bidders, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

**Applicable Ordinances and Contract Measures**

- Per Ordinance No. 15-15, the two (2) percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the ordinances.
- The Living Wage Ordinance does not apply.

Alina T. Hudak
Deputy Mayor

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** September 20, 2016

**FROM:** Abigail Price-Williams
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(2)

**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**

_____ **Statement of social equity 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)(2)
9-20-16

RESOLUTION NO. R-846-16

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00254 TO REHRIG PACIFIC COMPANY FOR THE PROVISION OF WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED PRODUCTS AND SERVICES FOR THE SOLID WASTE MANAGEMENT DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED $12,800,000.00 OVER THE INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

**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 award of Contract No. RFP-00254 to Rehrig Pacific Company for the provision of waste carts, recycling carts, cart parts and related products and services for the Solid Waste Management Department, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed $12,800,000.00 over the initial five-year term and one, five-year option to renew term; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise all provisions contained therein, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

| | | | |
|---|---|---|---|
| Bruno A. Barreiro | **aye** | Daniella Levine Cava | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **aye** |
| Dennis C. Moss | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. EWF for

Oren Rosenthal

Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services
Contract No. 00254

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Rehrig Pacific Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 4010 East 26th Street, Los Angeles, CA 90058 (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 waste carts, recycling carts, cart parts, bins and related products and services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00254 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 March 4, 2016, 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 waste carts, recycling carts, cart parts, bins and related products and 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), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00254 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 Rehrig Pacific Company and its permitted successors.

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" to mean 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), 3) the Miami-Dade County's RFP No. 00254 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 date indicated on Page 1 of this agreement and shall continue through the last day of the 60 month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. 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
Department of Solid Waste Management
Attn: Deputy Director for Waste Operations
Phone: 305-514-6689

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: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail:

**(2) To the Contractor**

Rehrig Pacific Company
4010 East 26th Street
Los Angeles, CA 90058
Attention: Mr. Matt Callier
Phone: 407-857-3888
Fax: 407-857-0900
E-mail: mcallier@rehrig.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. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Payment Schedule (Miami-Dade County), Appendix C, U.S. Communities National Pricing Schedule and Appendix D, National Freight Averages for Participating Public Agencies. The

County or any Participating Public Agency 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 or Participating Public Agency and the Contractor.

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

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

## ARTICLE 8. PRICING

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

| Product Description | Resin Weight Per Container |
|---|---|
| 95/96 Gallons | 34.1 lbs. |
| 64/65 Gallons | 27.5 lbs. |
| 34 Gallons | 17.9 lbs. |

The February 2016 Chemical Data Index of $.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

## 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, Appendix C – U.S. Communities National Pricing Schedule for Participating Public Agencies or Appendix D - National Freight Averages for Participating Public Agencies. 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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. 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. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. 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 Mayor, or his or her designee(s), not later than 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 County as follows:

Miami-Dade County
Department of Solid Waste Management
8801 NW 58th Street
Doral, Florida 33172
Attention: Cart Program Manager
Phone: (305) 514-6336

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 $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

4. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County**
**111 N.W. 1st Street**
**Suite 1300**
**Miami, Florida 33128-1974**

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. If the insurance certificate is received within the specified timeframe 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 assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

## 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, 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 Section 2-481 of the Miami-Dade County Code, 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.

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

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

## ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for 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. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Article.

## ARTICLE 28. 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 29. CONFIDENTIALITY

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

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

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

## ARTICLE 30. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

## ARTICLE 31. 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, including all copyright and other proprietary rights therein, including but not limited to all data related to customer service requests, (e.g., requests received, processed and returned), and to all cart inventory related data (e.g., carts received, distributed and remaining), 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 any patents and patent applications on any inventions invented by employees of the County shall become the property of the County. All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of Contractor shall become the property of Contractor. All rights, title and interest in and to any patents and patent applications on any inventions invented jointly by employees of the County and Contractor shall become the joint property of the County and Contractor.

c) The County shall have a non-exclusive, royalty-free, perpetual license to use any feature added by Contractor at the specific request by the County to the extent such feature was not already in Contractor's product roadmap or pipeline or development or patent application. Such license to use shall not include access to source code.

d) Upon expiration of this Agreement, Contractor shall deliver to the County all the data relating to the County's residents and inventory residing in its system(s). Such data shall be provided in a standard electronic unencrypted format, such as CSV, comma delimited flat file or similar, within 14 days of request. If requested by the County, Contractor shall provide a sufficient number of hours of technical assistance to effectuate an adequate transition, as determined by the County, to another system, at the rate of $150 per hour. After expiration, the County shall have a non-exclusive, royalty-free, perpetual license to use, copy, modify, or publish any printed materials provided by Contractor to County. Such license shall be limited to the benefit of the County and its residents, and shall not extend

to any third party outside the County.

e) The County acknowledges that no license to any software shall be provided past termination unless otherwise agreed in writing. Contractor is to provide hosted services to the County that are accessible to the County under this Agreement on a subscription-based arrangement and that such access will be suspended at termination unless otherwise agreed in writing.

f) Contractor acknowledges that the County is not agreeing to hold any information in confidence and that any statement or legend to the contrary shall be void and have no effect.

## ARTICLE 32. 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. **Miami-Dade County E-Verify Affidavit**
    (Executive Order 11-116)

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

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

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

16. ***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

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

18. ***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.

19. ***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/Code of Ethics
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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

## ARTICLE 33. INSPECTOR GENERAL REVIEWS

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

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision 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. 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 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. 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 shall have the power 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 34. 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) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

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

f) 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.

g) 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 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 36. 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 37. 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 38. 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 39. 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 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.careersourcesfl.com/firstsource/.

## ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128**

**ARTICLE 42 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE**

As permitted under the rule published at 80 FR 54407, the County is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

This notice shall constitute the documentation of this decision as required, and shall be deemed incorporated into the County's internal procurement policies.

**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<br>Rehrig Pacific Company | Miami-Dade County |
|---|---|
| By: | By: |
| Name: Rajesh J. Luhar | Name: Carlos A. Gimenez |
| Title: CFO | Title: Mayor |
| Date: 8/15/2016 | Date: |
| Attest: | Attest: |
| Corporate Secretary/Notary Public<br>Buena M. Blackburn, Notary Public<br>My Commission expires: Sept. 22, 2016 | Clerk of the Board |
| Corporate Seal/Notary Seal | Approved as to form<br>and legal sufficiency |
| | Assistant County Attorney |

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
Rajesh J. Luhar, who approved to me upon satisfactory evidence to be the person who appeared before me.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

BUENA M. BLACKBURN
COMM. #1989157
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. Sep. 22, 2016

APPENDIX A – SCOPE OF SERVICES

## 1.1 BACKGROUND

Miami-Dade County, Florida (County) is registered through U.S. Communities Governmental Purchasing Alliance as a lead public agency. The County, as a lead public agency, conducted a competitive solicitation on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") for a complete line of Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services (herein "Products and Services").

Participating Public Agencies that desire to engage Contractor for all or part of the products and services described in this Agreement shall refer to the Master Intergovernmental refer to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) through U.S. Communities Governmental Purchasing Alliance.

The Contractor shall be responsible for the manufacturing and delivering of waste carts, recycling carts, cart parts, bins and related products and services. In addition, the Contractor shall provide an asset management system that will enable the County to track and manage waste carts, recycling carts, and bins. All products and services provided under this contract are to be a part of a robust turn-key waste and recycling cart solution which will allow the County and Participating Public Agencies to address their respective waste and recycling needs utilizing a single contractor.

## 2.1 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## 2.2 CART SPECIFICATIONS

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to. The following specifications supersede the standards listed above, where applicable:

a.) The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm3. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
b.) The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent, thus ensuring maximum protection from the elements.
c.) The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
d.) The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
e.) The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
f.) The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.

g.) The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
h.) The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
i.) The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
j.) The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
k.) The cart lifting section shall be permanently molded into the cart by the manufacturer.
l.) The carts shall be equipped with a factory installed metal grab bar.
m.) With the exception of the metal axle, and possibly the metal grab bar, there shall be no other metal attachments, metal framing, or nuts and bolts on cart.

## 2.3 CART COMPATIBILITY WITH TRUCK LOADING SYSTEM(S)

Carts are required to be compatible with standard truck mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system.

## 2.4 CART LID AND HANDLE

The cart lid shall be a one-piece construction and be manufactured from the same material and color as the cart body unless otherwise specified by the County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING", at the County's discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open using gravity as the cart is dumped. The lid shall open to a position of 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

The cart lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Users of the cart should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools. Lids will not have a locking device.

Handle attachments must be of durable construction and may be integrally molded or metal.

## 2.5 CART WHEELS

Each cart shall be furnished with two (2) plastic molded, minimum 1 ¾" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
c) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

The County, at its sole discretion, may opt to request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum 1 ¾ inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

d) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
e) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
f) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

## 2.6 CART AXLE

Each cart shall be furnished with a 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

## 2.7 CART MARKINGS

a) Manufacturer Information: Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating and 5) volumetric capacity.
b) Standards: Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."
c) Logo: The County's logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. Decals, stickers or surface paint are not acceptable. In order to maintain consistency with existing cart markings, the County requires the exact, or minimally altered, logo appearance as is currently utilized. Size variations shall not exceed ½ inch in any direction. Final art approval is at the discretion of the County. The logo shall be in the shape of a rectangle and sizes shall be per cart size, as follows:

i. 95/96 Gallon Cart - 7" H x 11 ¼ W

ii. 64/65 Gallon Cart - 6" H x 9" W
iii. 35 Gallon Cart - 3" H x 6" W

The County reserves the right to change the shape and sizes of the logo if deemed necessary.

d) Required Cart Identification: A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the County logos on either side. The Contractor will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Contractor may offer relevant options for upgraded, alternate methods and/or a method of replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the County. The starting number shall be determined by the County, and updated upon request.

e) Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and ~~inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up~~ to three languages, to include English, Spanish and Creole, and will be finalized by the County prior to an order being placed. The County shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below as long as it is provided by the County to the Contractor prior to cart production.

i. The language for waste carts should be customizable and shall include at least the following:
   - Property of Miami-Dade County
   - For Customer Service Call 311
   - Keep Lid Closed
   - This Side Toward Street
   - No Construction Material
   - No Flammable Material

ii. The language for recycling carts should be customizable and shall include at least the following:
   - Property of Miami-Dade County
   - For Customer Service Call 311
   - Keep Lid Closed
   - This Side Toward Street
   - Recyclable Materials Only

f) Recycled Content Symbol: To comply with Florida State Law relating to identification of recycled plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on all carts or lids. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

## 2.8 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT

The Contractor shall provide bar code/serial number labels that may be permanently adhered to existing carts. Labels shall be made of durable plastic, use permanent adhesive and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle

resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

## 2.9 RFID LABEL FOR RETROFIT OF EXISTING CARTS

The Contractor shall provide RFID/serial number labels that may be permanently adhered to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

## 2.10 COLOR IN MOLD LABELS (OPTIONAL)

At the discretion of the County, the Contractor's cart/recycling bin(s) may be requested to have color in mold labels as an alternative/additional feature to the County's logo, or other identifying information such as the barcode/RFID labels.

## 2.11 RFID HARDWARE FOR NEW CARTS

The Contractor shall provide embedded RFID tag technologies that allow for the tracking and distribution of the carts purchased by the County. The Contractor shall produce and ship carts and associated containers with the embedded UHF RFID tag that has been pre-configured and programmed at the Contractor's production facility. This is a feature that may be elected by the County and shall be tied to compatible RFID readers integrated into the operating software system that allow for tracking, distribution, and assignment.

At a minimum, the RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

a) RFID tag must be installed within the cart container body, with no exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique seven (7) digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable.
b) Contractor is required to establish for the County and maintain a web based software system that allows for an electronic database to be viewed and edited by authorized County personnel. The software system (System), at a minimum, shall provide information as to specific RFID data and associated information for all products and services purchased as a result of this contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. The System should be capable of exporting County data in a flat file upon request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
c) RFID tag inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.

d) RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
e) RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

## 2.12 RFID TAG READER DEVICE - MINIMUM REQUIREMENTS

The Contractor must supply and maintain hand-held RFID tag readers which are compatible with the RFID tags installed in the carts as specified above. The County prefers that this reader also read existing Bar Codes. The readers should be reasonably lightweight, user-friendly, possess extended battery life, and be ruggedized and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a back-up solution should there be a network problem and retain all data until the network is available.

The Contractor shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, and a case or holster as appropriate to the design of the reader.

The reader device, must include at minimum, a one (1) year warranty. In addition, options for extended warranties to include pricing should be made available by the Contractor. Defective units will be returned to the Contractor for replacement within 30 days. The Contractor shall replace the returned item within ten (10) business days from the date of receipt of the defective reader. The Contractor must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point, etc. as appropriate) for County users at no additional cost.

## 2.13 CART SPARE PARTS

The Contractor shall make available for purchase: new, and/or post-consumer recycled parts compatible with the carts purchased by the County under this contract. All parts supplied will meet ANSI Standards and manufacturer's specifications and standards for parts currently being distributed on new 35, 64/65, and 95/96 gallon waste carts and recycling carts specified in Section 2.2. Cart Specifications. Original spare parts shall be throughout the ten (10) year warranty period of each cart.

## 2.14 CART TRAINING COURSE

The Contractor shall provide the County with a one-time training course which will cover detailed cart assembly and repairs within 30 days from the: 1) initial purchase order or, 2) purchase orders of new types of carts/bins. This course must be provided in real-time with an opportunity for questions and answers but may take place virtually. This course will be at no cost to the County.

## 2.15 RECYCLING BIN SPECIFICATIONS

All recycling bins shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update, or equivalent. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to.

The following specifications supersede the standards listed above where applicable:

a) The bin shall be made from high density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
b) The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure of sunlight. An ultraviolet inhibitor shall be added at a minimum of 2%

by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts/bins or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.

c) The bin shall be new, unused and clean.
d) The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
e) The bins shall be rectangular in shape with solid sides as opposed to open grid sides.
f) The bin material shall have no sharp edges.
g) The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
h) The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage for containers.
i) The County's logo and additional program information shall be inscribed or hot Stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
j) Recycled Content Symbol: To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

## 2.16 COLOR CHOICE(S) FOR CARTS/RECYCLING BINS

The Contractor must provide color catalogs of all possible color options to include standard and special order. Up to eight (8) sample swatches of colors may be requested at no cost to the County. The County reserves the right to change the color of the cart and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period.

## 2.17 DELIVERY OF CARTS/ RECYCLING BINS

The Contractor shall make deliveries of waste carts, recycling carts, cart parts and bins to the County within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the Contractor shall notify the County within 48 hours from the date of the purchase order. If the County approves, a revised delivery schedule may be established.

The Contractor shall furnish the following per order at the time of order delivery, at no cost to the County:

a) Ten (10) instruction manuals for each cart/recycling bin size or type.
b) One (1) digital instruction manual for each cart/recycling bin size or type.
c) Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type.
d) One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin.

## 2.18 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Contractor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

a) purchase order number
b) date of order
c) a complete listing of items being delivered
d) range of serial numbers of carts being delivered, and
e) back-ordered quantities and estimated delivery of back-orders, if applicable.

## 2.19 CART/RECYCLING BIN WARRANTY REQUIREMENTS

2.19.1 Cart Warranty
The Contractor shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective carts/ parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

2.19.2 Recycling Bin Warranty
The contractor shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the date of acceptance of the product. Warrantable bins delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the Contractor proposer shall replace defective bins/parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

Examples of defects in materials and workmanship shall include, but are not be limited to:
a) Failure of the lid to prevent rainwater from entering the cart when in the closed position.
b) Damage to the cart body, lid or any component parts through opening or closing the lid.
c) Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
d) Failure of the body and lid to maintain their original shape.
e) Damage or cracking of the cart body through normal operating conditions.
f) Failure of the wheels to provide continuous easy mobility as originally designed.
g) Failure of any part to conform to standards as specified herein.
h) Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.
i) Failure of barcode/RFID tag to be read by the appropriate device.

2.19.3 Replacement
Any cart/recycling bin or component parts that does not conform to the technical requirements, as deemed by the County, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the Contractor, at no cost to the County.

2.19.4 Cart Replacement Parts
The Contractor shall provide to the County all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the Contractor is unable to provide the County with any replacement part for a period longer than forty-five (45) calendar days, the Contractor shall be liable for providing new replacement carts. For each unavailable cart part requested by the County, the Contractor's maximum liability shall not exceed the cost of a new, replacement cart delivered to the County.

The specialized tool sets required for cart repairs shall be replaced at no cost to the County, as requested by the County. The County shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

2.19.5 Responsibility for damage or loss
The Contractor shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by the County. To the extent that the cart/recycling bin conforms to the contract requirements, the Contractor shall not be responsible for damage or loss due to fire.

2.19.6 Claim Procedures
The County may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/ recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins), but repairable, the County may elect to install replacement parts such as wheels, grab bars and lids. This action will in no way waive the warranty requirement of the carts/recycling bins. All carts that are identified as not repairable, as determined by the County, and are warrantable Carts/Recycling Bins, shall be replaced as discussed in section 2.19.3.

In the event that a Warrantable cart/recycling bin or component part is identified by the County as requiring complete replacement, then the County shall retain the warrantable cart/recycling bin or component part and promptly notify the Contractor in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the Contractor shall honor the warranty claim by delivering a replacement cart to the County. If the Contractor contests the warranty claim, notice must be submitted in writing to the County's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The Contractor may visually inspect the warrantable cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The Contractor may, upon its inspection of damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The burden of proof when contesting warranty claims shall be placed solely on the Contractor. Such proof shall be in writing with specific details as to the exact cause of the defect. The County will consider the details of the Contractor's contested item.

In the event of a contested warranty claim, the County and the Contractor shall use their best efforts to mutually resolve the disagreement. In the event that the County and the Contractor cannot resolve their disagreement within forty five (45) calendar days, the County's determination shall be final.

## 2.20 PRODUCT RETURNS

The County may elect to return to the Contractor any unused item within sixty (60) business days of receipt and acceptance of that item by the County if the item is determined to be defective by the County. Items will be returned with all original documentation. The Contractor must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the Contractor.

## 2.21 CART/RECYCLING BIN BUY BACK PROGRAM

The Contractor, at its sole discretion, may participate in the County's competitive bidding process to purchase the County's non-warrantable cart/recycling bins, when the County offers such for sale. The terms and conditions of the County issued competitive solicitation shall govern that process and subsequent sale agreement.

## 2.22 REQUIRED ASSET MANAGEMENT SOLUTION TO INCLUDE SOFTWARE AND HARDWARE

Waste and recycling carts shall be provided with automated software capable of inventory management up to and including final disposition, work order processing, and reporting. The data within the software shall be made available to the County no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point or additional formats) must be provided to County at no cost. The Contractor's software shall at a minimum perform the functions listed below.

2.22.1 Software: Asset Management Program and Work Order Solution

The software shall:

a) Be offered as a web based, hosted solution by the Selected Proposer and not require any additional installation on end user equipment; only a browser and internet connection are needed for access.
b) Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year.
c) Include technical support at no additional cost from 7am to 6pm, Eastern Standard Time, Monday through Friday.
d) Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles.
e) Provide inventory management capabilities to include progress tracking of container shipments.
f) Transmit in real time service requests, modified service requests, replacement requests and repair work orders.
g) Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the County's current Waste Collection System (WCS).
h) Maintain the database for the purpose of identifying and managing carts inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, purchase order no., delivery date and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace).
i) Have the capability to add newly delivered carts (and their various characteristics) coming from the Contractor to the inventory (database) via scanning of the bar code with a handheld device at the time of delivery (e.g., as a load is delivered, staff scans each cart

delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database.

j) Provide the capability of adding information regarding carts to be shipped to the system. This information must remain in a pending file until the agency "releases" each cart into regular status upon verification that the actual shipment matches the file listing.

k) Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry); all such additions to be identifiable by date & time-stamp and user performing the scan.

l) Provide ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions.

m) Provide ability to pre-program and send "alerts" to designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must have the ability to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.

n) Provide standard software upgrades/updates at no additional cost to the County throughout the contract period.

2.22.2 Miami-Dade County Interface Requirements

The Contractor shall configure and develop the following interfaces for the County:

a) An interface capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and also permit manual entry of service requests as needed.

b) An interface that is able to accept work orders/service requests for service work related to carts, (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real time using web services.

c) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.

d) An interface capable of receiving service requests from a routing application via a standard routing interface (e.g. CSV, comma delimited text, web services, DB scripts, access or ESRI shape file).

e) An interface capable of allowing for all results of work order requests to be "returned" to other systems (e.g., WCS, 311, etc.) via a Standard format API (Application Programming Interface).

f) An interface that is be able to return information regarding the status of work orders/service requests to the WCS, again preferably in real time using web services.

g) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (of replacement unit if applicable) and the date and time of the request completion.

h) An interface capable of work order processing and provide for the geographical grouping of repair requests to the various County repair crews (into the zones or groups of garbage routes which a given cart crew will service).

i) An interface capable of providing data in a file format of the service requests that will be suitable for possible future use with a routing software.
j) An interface that provides each zone's or cart crew's daily list of addresses to be serviced, available to the specific handheld device of that crew.
k) Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable).
l) An interface that allows for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome.

2.22.3 Data Reporting Tool Requirements

a) Proposed solution will provide the ability to generate reports including pre-programmed/automatically generated (and emailed) reports on a daily, weekly or monthly basis.
b) Proposed solution will be capable of producing reports on a customized ad hoc basis.
c) Proposed solution will provide capability to provide reports in various file formats for export to include at least PDF, Excel and Text File.
d) Proposed solution will have the ability to provide a dashboard style of data presentation in real time for both inventory and work order data sets.

2.22.4 Interim Processing

Due to the fact that a new Waste Collection System (WCS) is currently in development, and may not be completed and implemented in advance of the delivery of the proposed interface solution, it may be necessary for the proposed interface solution to provide temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed interface solution being returned to the WCS.

2.22.5 Technical Support

For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

i. Level A: System does not work.
ii. Level B: System works with limited functions.
iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

i. Level A: Response within the two hours of notification (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
ii. Level B: Response within twenty-four hours or less (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
iii. Level C: Response within the next working (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).

APPENDIX B – PAYMENT SCHEDULE FOR MIAMI-DADE COUNTY

All prices are inclusive of all costs, charges, shipping and fees involved in providing waste carts, recycling carts, cart parts and related products and services.

| | |
|---|---|
| 95/96 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color | $45.09 |
| 95/96 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color | $45.82 |
| 95/96 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color | $46.59 |
| 95/96 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color | $47.32 |
| 64/65 Gallon Cart with incorporated barcode/serial number and plastic molded wheels, standard color | $39.93 |
| 64/65 Gallon Cart with incorporated barcode/serial number and plastic molded wheels, special order color | $40.66 |
| 64/65 Gallon Cart with incorporated barcode/serial number and rubber wheels, standard color | $41.43 |
| 64/65 Gallon Cart with incorporated barcode/serial number and rubber wheels, special order color | $42.16 |
| 64/65 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color | $40.68 |
| 64/65 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color | $41.41 |
| 64/65 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color | $42.18 |
| 64/65 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color | $42.91 |
| 35 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color | $36.00 |
| 35 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color | $36.73 |

| | |
|---|---|
| 35 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color | $37.50 |
| 35 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color | $38.23 |
| Retrofit Bar Code/ Serial Number Labels | $0.75 |
| Retrofit RFID/Serial Number Labels | $0.75 |
| Upgrade to color in-mold label per cart/recycling bin | $2.50 |
| Recycling Bin, standard color | $6.49 |
| Recycling Bin, special order color | $7.22 |
| Asset Management Software Access and support, desktop users | $1,500/User |

Asset Management Software Access and support, all-inclusive price per year for up to 50 users

| # of Users | Cost Per User |
|---|---|
| 1-10 | $2,100/User |
| 11-20 | $1,800/User |
| 21-39 | $1,500/User |
| 40+ | $900/User |

| | |
|---|---|
| Asset Management Technical Support outside the hours of 7am to 6pm EST, Monday through Friday | $50 per call |
| Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) LEASE price per year, per unit | $540.00 |
| Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) SALE price per unit | $400.00 |
| Asset Management Hand-held RFID Scanner, all-inclusive (with accessories) LEASE price per year, per unit | $1020.00 |
| Asset Management Hand-held RFID Scanner, all-inclusive (with accessories) SALE price per unit | $900.00 |
| Custom Development via Contractor's Technical Services Department | $150.00/hr |

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**PRICING COMMITTMENT**

By execution of this contract, Contractor represents to the County that the pricing offered is the lowest overall available pricing (net to purchaser) for items similar in purchase volume, annual volume, transportation costs, material cost and associated timing, similar container color and services on products and services that it offers to public agencies

**CART/RECYCLING BIN PRICE ADJUSTMENTS:**

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

| Product Description | Resin Weight Per Container |
|---|---|
| 95/96 Gallons | 34.1 lbs. |
| 64/65 Gallons | 27.5 lbs. |
| 34 Gallons | 17.9 lbs. |

The February 2016 Chemical Data Index of $.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.