



Miami-Dade Board of County Commissioners  
Office of the Commission Auditor

**Health Care and County Operations (HCCO)**  
**Committee Meeting**

February 13, 2020  
9:30 A.M.  
Commission Chambers

Yinka Majekodunmi, CPA  
Commission Auditor  
Office of the Commission Auditor (OCA)  
111 N.W. First Street, Suite 1030  
Miami, FL 33128  
(305) 375-2524

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**HCCO Committee Meeting:  
February 13, 2020  
Research Notes**

**Item No. 1G1  
File No. 200034**

**Researcher: JFP Reviewer: TD**

ORDINANCE RELATING TO PAID SICK, FAMILY AND PARENTAL LEAVE FOR EMPLOYEES OF CERTAIN COUNTY CONTRACTORS; CREATING SECTION 2-8.11 AND AMENDING SECTION 2-8.9 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; ESTABLISHING PAID LEAVE REQUIREMENTS FOR CERTAIN COUNTY SERVICE CONTRACTS; REQUIRING COVERED EMPLOYERS TO CERTIFY COMPLIANCE AND SUBMIT DOCUMENTS AND REPORTS; AMENDING JURISDICTION OF LIVING WAGE COMMISSION TO INCLUDE ADDITIONAL RESPONSIBILITIES; ESTABLISHING PRIVATE RIGHT OF ACTION; AUTHORIZING SANCTIONS; BARRING RETALIATION AND DISCRIMINATION AGAINST COVERED EMPLOYEES; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO DEVELOP AN OVERVIEW OF THE REQUIREMENTS OF THIS ORDINANCE FOR POSTING AT WORK SITES; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROPOSE IMPLEMENTING ORDERS CONSISTENT WITH THIS ORDINANCE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

**ISSUE/REQUESTED ACTION**

Whether the Board should create Section 2-8.11 and amend Section 2-8.9 of the County Code, establishing requirements for paid sick, family and parental leave for employees of certain specified County contractors, and expanding the jurisdiction of the Living Wage Commission to include additional responsibilities.

**PROCEDURAL HISTORY**

**Prime Sponsor: Commissioner Daniella Levine Cava, District 8**

**Department/Requester: None**

This item was adopted on first reading at the January 22, 2020 Board meeting and set for public hearing before the Health Care and County Operations Committee on February 13, 2020 at 9:30 a.m.

**ANALYSIS**

The purpose of this item is to establish paid sick, family and parental leave requirements for County service contractors (and their subcontractors) employing 15 or more employees through County contracts valued at over \$100,000 per year for provision of the following covered services: 1) Food preparation, distribution or both; 2) Security services; 3) Routine or recurring maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling; 4) Clerical or other non-supervisory office work, whether temporary or permanent; 5) Transportation and parking services including, but not limited to, airport and seaport services; 6) Printing and reproduction services; or 7) Landscaping, lawn, or agricultural services.

The terms of the paid leave requirements are one hour of paid sick and family leave for every 30 hours worked, and up to six weeks of paid parental leave. The covered employer must not set a limit on the total accrual of paid sick and family leave at less than 56 hours per fiscal year. The changes will result in a fiscal impact to the County as these costs will likely be incorporated into the value of new County contracts.

Similar legislation exists at the federal level. In September 2015, Executive Order 13706 established paid sick leave for federal contractors, prescribing that certain employers contracting with the federal government must provide their employees with up to seven days of paid sick leave annually, including for family care and absences resulting from domestic violence, sexual assault, and stalking. The Executive Order does not establish parental leave for federal contractors, but instead specifies that paid sick leave may run concurrently with unpaid Family and Medical Leave Act (FMLA) leave.

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The proposed ordinance's paid parental leave provisions mirror that which currently exist for County employees, stating that employees are to be paid 100 percent of his or her base wages for the first two weeks, 75 percent of base wages for the following two weeks, and 50 percent of base wages for the remaining two weeks, with the employee having the option of utilizing any accrued leave in order to receive compensation up to 100 percent of pay during the latter four weeks of paid leave.

The proposed ordinance does not retroactively apply, or apply to those service contracts that were bid or in the process of an award before March 13, 2020. The ordinance applies only to covered employers who submit a bid or proposal to enter into a new contract for covered services on or after March 13, 2020, or, for those contracts not procured through a competitive process, to covered employers who enter into a contract for covered services on or after March 13, 2020.

County Code Section 2-8.11 is created to read as follows:

**Sec. 2-8.11. Paid Sick, Family and Parental Leave Requirement for County Service Contracts.**

**(1) Definitions.**

(A) Applicable department means the County department using the service contract.

(B) County means the government of Miami-Dade County and the Public Health Trust.

(C) Covered employee means anyone employed by any service contractor, as further defined in this chapter either full or part time, as an employee with or without benefits that is involved in providing service pursuant to the service contractor's contract with the County.

(D) Covered employer means a service contractor with 15 or more employees.

(E) Service contractor means any individual, business entity, corporation whether for profit or not for profit, partnership, limited liability company, joint venture, or similar business, including any subcontractor of the service contractor, that meets the following criteria:

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

2. The service contractor or subcontractor is engaged in the business of, or is part of, a contract to provide covered services, either directly or indirectly for the benefit of the County.

(F) Covered services means contracts awarded by the County to a service contractor that involve a total contract value of over \$100,000 per year for the following services:

1. Food preparation, distribution or both;

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2. Security services;
3. Routine or recurring maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling;
4. Clerical or other non-supervisory office work, whether temporary or permanent;
5. Transportation and parking services including, but not limited to, airport and seaport services;
6. Printing and reproduction services; or
7. Landscaping, lawn, or agricultural services.

(G) Service contract means a contract for covered services.

(H) Child means a biological, adopted or foster child, a step child, a legal ward, or a child of an employee standing in the place of a parent as a temporary guardian of a child.

(I) Parent means a biological, adoptive, foster or step-parent of an employee, or of an employee's spouse, or other individual who stands or stood in the place of a parent as a temporary guardian of an employee when the employee was a child.

(2) Establishing paid sick, family and parental leave for County service contractors.

(A) Covered employees shall:

1. Earn not less than one hour of paid sick and family leave for every 30 hours worked. A covered employer may not set a limit on the total accrual of paid sick and family leave per fiscal year at less than 56 hours.
2. Be entitled to up to six weeks of paid parental leave for the purpose of caring for his or her own newborn, newly-adopted, or newly-placed pre-adoptive foster child or children, provided the employee meets the requirements in this Ordinance.

These requirements shall be incorporated into solicitations and contracts that are subject to this section. The requirements of this section shall not apply to the exercise of renewals of contracts existing on March 13, 2020.

(B) Paid sick and family leave earned pursuant to the preceding subparagraph may be used by a covered employee for an absence resulting from:

1. Physical or mental illness, injury, or medical condition;
2. Obtaining diagnosis, care, or preventive care from a health care provider;

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3. Caring for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in subparagraphs (2)(B)(1) or (2)(B)(2); or

4. Pregnancy or care for the employee's own newborn, newly-adopted child or newly-placed foster child or children. This leave shall apply equally to parents regardless of gender, as well as to same-sex couples, in the event of a natural birth by any method, adoption, surrogacy, stillbirths, or pre-adoptive foster care placement in the employee's home.

5. Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes otherwise described in subparagraphs (2)(B)(1) or (2)(B)(2), to obtain additional counseling, to seek relocation, to seek assistance from a victim services organization, to take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or to assist an individual related to the employee as described in subparagraph (2)(B)(3) in engaging in any of these activities.

6. Covered employees must exhaust all paid sick and family leave pursuant to this section before requesting unpaid domestic leave pursuant to chapter 11A.

(C) Paid sick and family leave accrued under subparagraph (2)(A)(1) shall carry over from one year to the next and shall be reinstated for employees:

1. who remain employed by an employer who by virtue of merger, corporate reorganization, the sale of an entire business or the sale of an entire portion of a business sale, is the complete successor in interest to its predecessor covered employer; or

2. who are hired or rehired by a covered employer or successor employer within 12 months after a job separation.

(D) The following provisions apply to the paid parental leave described in subparagraph (2)(A)(2):

1. The paid parental leave shall apply equally to parents regardless of gender, as well as to same-sex couples, in the event of a natural birth by any method, adoption, surrogacy, stillbirths, or pre-adoptive foster care placement in the employee's home. Employees who have worked for a covered employer for a minimum of one year are eligible for the full duration of paid parental leave.

2. The paid parental leave shall be up to six weeks long, and may be taken by day or week anytime during the first year after the birth, adoption, or pre-adoptive foster care intake of the child or children. Covered employees are entitled to one six-week leave period per birth, adoption, or foster care placement, provided, however, that if more than one child is born, adopted or placed at the same time, a covered employee shall be entitled to no more than one six-week leave period for that single event. During the leave period, the employee shall be paid 100 percent of his or her base wages for the first two weeks, 75 percent of his or her base wages for the following two weeks, and 50 percent of base

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wages for the remaining two weeks. Employees shall be eligible to use any accrued leave in order to receive compensation up to 100 percent of base pay during the weeks reimbursed at the rates of 75 percent and 50 percent. Paid parental leave shall occur concurrently with, and not be added to periods of unpaid or job protected leave for which the employee may also be eligible, including the federally-mandated 12 weeks of Family and Medical Leave Act leave, or any other unpaid leave offered by the covered employer due to childbirth or adoption.

3. The number of paid parental leave periods employees may take is unlimited over the duration of their employment with the covered employer, but employees are only eligible for one six-week paid leave period per birth or adoption.

4. If both parents work for the covered employer, each is entitled to a six-week paid leave period, and they may take their parental leave period concurrently, subsequently, or in any other combination at each parent's discretion.

(E) A covered employer is prohibited from making the use of paid sick, family, or parental leave contingent on the requesting employee finding a replacement to cover any work time to be missed.

(F) The paid sick, family, and parental leave required by this section is in addition to a covered employer's obligations under this Code, including but not limited to the Domestic Leave and Reporting Ordinance, Article VIII of Chapter 11A, and the Living Wage Ordinance, section 2-8.9. Service contractors may not receive credit toward their prevailing wage or fringe benefit obligations for any paid sick leave provided in satisfaction of the requirements of this section.

(G) Paid sick, family, or parental leave shall be provided upon the oral or written request of an employee that includes the expected duration of the leave. Where the need for leave is foreseeable, a covered employer may require reasonable advance notice of the intention to use such leave not to exceed three calendar days prior to the date the leave is to begin. Where the need for such leave is not foreseeable, a covered employer may require an employee to provide notice of the need for the use of leave as soon as is practicable.

(H) Certification.

1. A contractor may only require certification issued by a health care provider for paid sick or family leave used for the purposes listed in subparagraphs (2)(B)(1), (2)(B)(2), (2)(B)(3), or 2(B)(4) for employee absences of three or more consecutive workdays, to be provided no later than 30 days from the first day of the leave.

2. If three or more consecutive days of paid sick leave is used for the purposes listed in subparagraph (2)(B)(5), documentation may be required to be provided from an appropriate individual or organization with the minimum necessary information establishing a need for the employee to be absent from work. The covered employer shall not disclose any verification information and shall maintain confidentiality about the domestic violence, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

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(I) Nothing in this section shall require a covered employer to make a financial payment to an employee upon a separation from employment for accrued sick or family leave that has not been used, but unused leave is subject to reinstatement as set forth in paragraph (2)(C).

(J) A covered employer may not interfere with or in any other manner discriminate against an employee for taking, or attempting to take, paid sick, family, or parental leave as provided for under this section or in any manner asserting, or assisting any other employee in asserting, any right or claim related to this section.

(K) Employees shall determine how much paid sick, family, or paid parental leave time they need to use, provided that covered employers may set a reasonable minimum increment for the use of sick, family or parental leave time not to exceed four hours per day.

**(3) Certification required before payment.**

(A) Any and all contracts for covered services shall be void, and no funds may be released, unless prior to entering any agreement with the County for a service contract, the covered employer certifies to the applicable department that it will provide paid sick, family and parental leave to its employees as described in subsection (2). A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

1. The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;
2. The amount of the contract and the applicable department the contract will serve;
3. A brief description of the project or service provided;
4. A commitment to provide all employees paid sick, family, and parental leave as described in subsection (2).

(B) Posting. An overview of the requirements of this section, as developed by the County Mayor or Mayor's designee, shall be kept posted by the employer at the site of the work in a prominent place where it can easily be seen by the employees and shall be supplied to the employee within a reasonable time after a request to do so. In addition, service contractors shall forward a copy of the requirements of this section to any person submitting a bid for a subcontract on any service contract covered by this section. Covered employers are also required to print the following statements on the front of the individual's first paystub and every six months thereafter: "Miami-Dade County requires your employer to provide certain employees who work on County service contracts at least 1 hour of paid sick and family leave for every 30 hours worked, and up to six weeks of paid parental leave under certain conditions. If you are not being provided this leave, contact your supervisor or a lawyer." All notices shall be printed in English, Spanish, and Creole.

(C) Observance of other laws and collective bargaining. Nothing in this section shall be read to require or authorize noncompliance with or to supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick, family, or parental leave or leave rights than those established under this section.



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**(4) Implementation.**

(A) Procurement specifications and contracts. The paid sick, family, and parental leave requirement described in subsection (2) shall be included in the procurement specifications and contract language for all County service contracts. The procurement specifications and contract language for applicable contracts shall include a requirement that service contractors agree to produce all documents and records relating to compliance with this section upon request from the applicable department or as otherwise provided by the County Mayor by Implementing Order.

(B) Information distributed. All requests for bids or requests for proposals for service contracts, whether advertised or informally solicited, for covered services shall include appropriate information about the requirements of this section.

(C) Maintenance of leave records. Each covered employer shall make, keep, and preserve payroll, leave, and attendance records for all covered employees and basic records relating thereto as necessary and appropriate for the enforcement of the provisions of this section and shall preserve them for a period of three years from the expiration, suspension or termination date of the contract in which the requirements of this section were applicable. The records shall contain at a minimum:

1. The name and address of each covered employee;
2. The job title and classification;
3. The number of hours worked each day;
4. The gross wages earned and deductions made;
5. Annual wages paid;
6. A copy of the social security returns and evidence of payment thereof;
7. A record of fringe benefit payments including contributions to approved plans; and
8. The number of paid and unpaid sick, family, and parental leave hours accrued and used each pay period;
9. The stated reason(s) for the covered employee using any paid or unpaid sick, family or parental leave hours;
10. Any certifications, statements, or other documentation provided by a health care or other provider as described in paragraph (2)(H);
11. Any other data or information the County should require from time to time.

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(D) Reporting of leave. Upon request by the County but in any event no less frequently than every six months, the covered employer shall submit to the County a complete certified payroll showing the employer's payroll, leave and attendance records for each covered employee for the applicable payroll period. Upon request by the County, the covered employer shall produce for inspection and copying its payroll, leave, and attendance records for any or all of its covered employees for the prior three-year period. It shall be the responsibility of the applicable department to examine all payrolls for compliance within 60 days of receipt.

(E) Reporting employment activity. Upon request by the County but in any event no less frequently than every six months, the covered employer must submit to the County an Employment Activity Report Form containing the following information:

1. Race and gender of employees hired and terminated; and
2. Zip code of employees hired and terminated; and
3. Wage rate of employees hired and terminated.

(5) Living Wage Commission. The Living Wage Commission, as established in section 2-8.9, shall, in addition to its responsibilities under that section, have the additional purpose and responsibility to review the effectiveness of this section, to review certifications submitted by covered employers to the County under this section, to review complaints filed by employees pursuant to this section, and to make recommendations to the applicable department, County Mayor and the County Commission regarding compliance and enforcement of this section.

(6) Compliance and Enforcement.

(A) Service contractor to cooperate. The service contractor shall permit County employees, agents, or representatives to observe work being performed at, in, or on the project or matter for which the service contractor has a contract. The County representatives may examine the books and records of the service contractor relating to employment, payroll, leave, and attendance to determine if the service contractor is in compliance with the provisions of this section.

(B) Complaint procedures and sanctions. An employee who believes that this section applies or applied to him or her, and the service contractor is or was not complying with the requirements of this section has a right to file a written complaint. The County Mayor shall establish by Implementing Order the procedures and requirements for filing a complaint and for the processing and resolution of complaints under this section including the sanctions to be imposed for violations of this section. The County Mayor shall also by Implementing Order establish a procedure applicable to complaints by County employees regarding noncompliance with this section.

(C) Private right of action against service contractors. Any covered employee of a service contractor, or any person who was formerly a covered employee of a service contractor, may instead of the County administrative procedure set forth in this section but not in addition to such administrative procedure, bring an action by filing suit against the covered employer in any court of competent jurisdiction to enforce the provisions of this section and may be awarded compensatory damages including back pay, future paid sick leave, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim shall be two years in an action for payment

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of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to \$500 for each week each employer is found to have violated this Chapter.

(D) Sanctions against service contractors. For violations of this section as determined pursuant to the procedures set forth by Implementing Order, the County may sanction a service contractor for violations of this section by requiring the service contractor to pay wage restitution to the covered employee. The County may also sanction the service contractor for violations in one or more of the following additional ways:

1. Penalties payable to the County in an amount equal to 10 percent of the amount of the nonpayment of paid sick, family, or parental leave for the first instance of nonpayment; 20 percent for the second instance; and 30 percent for the third and successive instances. In addition, a fourth violation shall constitute a default of the contract where the nonpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the provisions in this section.
2. The sum of up to \$500 for each week for each covered employee found to have not been paid or granted leave in accordance with this section;
3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling 10 percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Paid Sick, Family and Parental Leave contracts until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Paid Sick, Family and Parental Leave contracts for a period of up to three years. In addition, any covered employer shall be ineligible for Paid Sick, Family and Parental Leave contracts under this section where any officers, principals, directors, shareholders owning or controlling 10 percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling 10 percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this section;
5. In addition to any other sanctions provided for herein, for violations other than nonpayment of paid sick, family, or parental leave, damages payable to the County in the amount of \$500 per week for each week in which the violation remains outstanding.
6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend

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a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of nonpayment of the paid sick leave required, an amount sufficient to pay any nonpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the service contractor may be fined the applicable penalty for such underpayment as defined herein.

7. All such sanctions recommended or imposed shall be a matter of public record.

(E) Interest on unpaid sanctions. All sanctions imposed pursuant to the authority of this chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided in section 55.03, Florida Statutes, as such may be amended from time to time.

(F) Retaliation and discrimination barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Living Wage Commission, the applicable department, the County, or otherwise asserting his or her rights under this section, participating in any of its proceedings or using any civil remedies to enforce his or her rights under this section. Allegations of retaliation or discrimination, if found by the County Mayor pursuant to procedures set forth by Implementing Order or by a court of competent jurisdiction under paragraph (6)(C), shall result in an order of restitution and reinstatement of a discharged employee with back pay to the date of the violation or such other relief as deemed appropriate. In addition, the County Mayor or the Court may impose an additional sanction of up to \$500 for each week after the date that the covered employee was discharged as a result of prohibited retaliation under this section.

(G) Remedies herein non-exclusive. No remedy set forth in this section is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right under this section in a court of law.

The below table depicts Section Sec. 2-8.9 of the County Code as it currently reads and contrasts it with the proposed changes, with underlined words denoting the amendment proposed and words stricken through specifying deletions.

Section 2-8.9 of the County Code	Proposed Amendments to Section 2-8.9 of the County Code
<p><b>Sec. 2-8.9. - Living Wage Ordinance for County service contracts and County employees.</b></p> <p>* * *</p> <p>Commission on a Living Wage, Establishment and Responsibility.</p> <p>(A) Establishment. The County Commission shall establish a fifteen-person commission entitled the "Living Wage Commission" the purpose of which shall be to review the effectiveness of</p>	<p><b>Sec. 2-8.9. - Living Wage Ordinance for County service contracts and County employees.</b></p> <p>* * *</p> <p>Commission on a Living Wage, Establishment and Responsibility.</p> <p>(A) Establishment. The County Commission shall establish a fifteen-person commission entitled the "Living Wage Commission" the purpose of which shall be to review the effectiveness of <u>of</u></p>

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this Chapter, review certifications submitted by covered employers to the County to include reviewing complaints filed by employees and to make recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

sections 2-8.9 and 2-8.11 of this Chapter, review certifications submitted by covered employers to the County to include reviewing complaints filed by employees and to make recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

**APPLICABLE LEGISLATION/POLICY**

**Executive Order 13706**, established paid sick leave for federal contractors.

<https://www.dol.gov/agencies/whd/government-contracts/sick-leave>

**Section 2-8.9 of the County Code** details the Living Wage Ordinance for County Service contracts and County employees.

[https://library.municode.com/fl/miami -  
dade county/codes/code of ordinances?nodeId=PTIIICOR\\_CH2AD\\_ARTIINGE\\_S2-  
8.9LIWAORCOSECOEM](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances?nodeId=PTIIICOR_CH2AD_ARTIINGE_S2-8.9LIWAORCOSECOEM)

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**Item No. 3A  
File No. 200105**

**Researcher: IL Reviewer: TD**

RESOLUTION AUTHORIZING ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT UP TO \$640,260.00 FOR A MODIFIED CONTRACT AMOUNT OF \$1,570,660.00 FOR CONTRACT NO. 81141902VITA18-ACS FOR THE PURCHASE OF IT RESEARCH AND ADVISORY SERVICES FOR THE INFORMATION TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS, INCLUDING ANY RENEWAL OR EXTENSIONS OF THE CONTRACT, PURSUANT TO COUNTY CODE SECTION 2-8.1 AND IMPLEMENTING ORDER 3-38

**ISSUE/REQUESTED ACTION**

Whether the Board should authorize an additional expenditure authority in an amount up to \$640,260 for access Contract No. 81141902VITA18-ACS for the purchase of Information Technology Research and Advisory Services for the Information Technology Department (ITD).

**PROCEDURAL HISTORY**

**Department/Requester: Internal Services Department (ISD)**


There is currently no procedural history for this item.

**ANALYSIS**

The purpose of this item is to approve an additional expenditure authority in an amount up to \$640,260 for a modified total contract amount of \$1,570,660 for the purchase of Information Technology Research and Advisory Services Countywide. These services are essential to maintaining the County's technological environment on programs such as Enterprise Resource Planning (ERP) implementation and the Criminal Justice Information System (CJIS) amongst others.

ITD utilizes this contract for consulting services as part of the subscription to help develop initiatives such as the recent implementation of the Agile approach providing software development for client departments. This allows for development to take place with the end-users and ITD staff efficiently.

The fiscal impact to the County is \$640,260. Below is a chronology of Contract No. 81141902VITA18-ACS:

Approval Path	Date	Type	Dollar Amount
Administrative Approval	December 13, 2018	Established the Contract	\$ 442,010
Administrative Modification	April 24, 2019	Additional Expenditure	\$ 448,361
<b>Total</b>			\$ 930,371
<b>File No. 200105</b>	TBD	Proposed Additional Expenditure	\$ 640,260
<b>Total</b>			\$ 1,570,660  (69%)

OCA conducted a review of this contract on the Bid Tracking System's (BTS) Blanket Purchase Order tab on January 10, 2020. (See Below)

Department	Allocation Amount	Released Amount	Balance
ITD	\$ 930,000	\$ 797,845	\$ 132,525

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**Item No. 3A  
File No. 200105**

**Researcher: IL Reviewer: TD**

OCA conducted a due diligence analysis of the awarded vendors on February 6, 2020:

No.	Vendor Name	Sunbiz	DBPR	Tax Collector	West Law
1.	Gartner Inc.	Foreign Profit Corporation  Principal Address: 56 Top Gallant Road, Stamford, CT 06904  Date Filed: 11/28/2005	N/A	N/A	1. Simmons v. Gartner, Inc., Case No. 3:20-CV-00098 filed in the U.S. District Court, Northern District of California (San Francisco) on January 03, 2020. Allegation: Defendant discriminated against Plaintiff on the basis of race by failing to provide accurate and complete wage statements and constructive discharge of his employment in retaliation in violations of public policy. Labor Code-Case Status: Removed from State Court to Federal Court, pending litigation, last motion filed was for leave to appear in Pro Hac Vice entered on January 29, 2020.  2. Selwyn Simmons v. Gartner, Inc., Case No. CGC-19-579904 filed in the Superior Court, San Francisco County on December 04, 2019. Allegation: Defendant performed race discrimination, retaliation, failed to prevent such discrimination and performed constructive discharge as well. Case Status: Pending litigation, last motion filed was for proof service on December 06, 2019. The Case Management Conference has been scheduled for March 11, 2020.

Resolution No. R-279-18 adopted April 24, 2018 was for Oracle licenses, software, products, training and technical support under Contract No. BW7289-4/08. The ERP system is an Oracle based application potentially covered by the aforementioned resolution (R-279-18). OCA inquired with ITD as to the interplay between Contract No. 81141902VITA18-ACS and Contract No. BW7289-4/08. Additionally, OCA requested that ITD produce any other contracts that offer support for ERP and CJIS system with their corresponding resolution numbers.

**HCCO Committee Meeting:  
February 13, 2020  
Research Notes**

**Item No. 3A  
File No. 200105**

**Researcher: IL Reviewer: TD**

**APPLICABLE LEGISLATION/POLICY5**

**Section 2-8.1 of the Code of Miami-Dade County** (Contracts and Purchases Generally) applies to all contracts for public improvements and purchases of all supplies, materials, and services other than professional services and (1) requires formal sealed bids for purchases over \$250,000.00; (2) describes the circumstances under which non-competitive purchases may be approved; (3) establishes requirements for legacy purchases, designated purchases, and single-vehicle leases; and (4) provides that procurement procedures shall be established by Implementing Order (I.O.) and approved by the Board.

[https://library.municode.com/fl/miami-dade\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTIINGE\\_S2-8.1COPUGE](https://library.municode.com/fl/miami-dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.1COPUGE)

**Resolution No. R-395-12**, adopted May 1, 2012, requires vendors added to open pool contracts to be subject to bi-annual ratification by the Board of County Commissioners.

<http://www.miamidade.gov/govaction/matter.asp?matter=120561&file=true&yearFolder=Y2012>

**Resolution No. R-187-12**, adopted February 21, 2012, directs the County Mayor to include due diligence information in memoranda recommending certain contract awards.

<http://intra/gia/legistarfiles/MinMatters/Y2012/120287min.pdf>

**Resolution No. R-140-15**, adopted February 3, 2015, authorizes replacement contracts for goods or services of the scopes of services or goods requested to ensure such contracts reflect the current needs of the County.

<http://intra/gia/matter.asp?matter=150090&file=true&yearFolder=Y2015>

**Resolution No. R-279-18**, adopted April 24, 2018, authorizes the designated purchase of Oracle licenses, software products, training and technical support services for Miami-Dade County in an amount not to exceed \$3,265,000.

<http://www.miamidade.gov/govaction/matter.asp?matter=181064&file=false&fileAnalysis=false&yearFolder=Y2018>

**Implementing Order No. 3-38** sets forth the County's processes and procedures for the purchase of goods and services. The I.O. outlines: the roles and responsibilities of the Internal Services Department (ISD); the methods of purchasing goods and services; the authority to award and modify contracts; and the requirements for access contracts, emergency purchases, bid waivers, confirmation purchases and sole sources.

<http://www.miamidade.gov/aopdfdoc/aopdf/pdf/files/IO3-38.pdf>



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Research Notes**

**Item No. 3B  
File No. 200120**

**Researcher: VW   Reviewer: PGE**

RESOLUTION APPROVING AWARD OF CONTRACT NO. FB-01197 GROUPS A AND B TO TABB TEXTILE CO., INC., GROUP D TO UNITED MATTRESS MATERIALS, INC., AND GROUP E TO CHESTNUT RIDGE FOAM, INC. FOR THE PURCHASE OF MATTRESSES AND LINENS FOR MULTIPLE DEPARTMENTS FOR A FIVE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$1,266,335.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD FOR GROUPS A,B,D, AND E, ISSUE THE APPROPRIATE PURCHASE ORDERS TO GIVE EFFECT TO SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

**ISSUE/REQUESTED ACTION**

Whether the Board should authorize the approval of *Contract No. FB-01197* Groups A and B to Tabb Textile Co., Inc., Group D to United Mattress Materials, Inc., and Group E to Chestnut Ridge Foam, Inc. to purchase mattresses and linens in an amount of up to \$1,266,335 for a five-year period for multiple County departments.

**PROCEDURAL HISTORY**

**Prime Sponsor:** None

**Department/Requester:** Internal Services Department

**ANALYSIS**

The purpose of this item is for the Board to approve the award of a long-term replacement contract – *Contract No. FB-01197* (Groups A, B, D, and E) – to purchase mattresses and linens for use by multiple County departments in an amount of up to \$1,266,335. More specifically, the contract will be used by the Corrections and Rehabilitation, Fire Rescue and Community Action and Human Services departments to support their operational requirements.

The solicitation included six groups as follows:

- Group A (Purchase of Pillows and Bed Linens Non-Federal Funds)
- Group B (Purchase of Pillow and Bed Linens Federal Funds)
- Group C (Purchase of Mattresses, Box Springs, Bedframes Non-Federal Funds)
- Group D (Purchase of Mattresses, Box Springs, Bedframes Federal Funds)
- Group E (Purchase of Clearview Mattresses and Pillows Non-Federal Funds)
- Group F (Refurbishment of Mattresses Non-Federal Funds)

Group C is a set-aside for County-certified local small business vendors. The replacement contract was advertised under full and open competition on July 30, 2019. Twelve bids were received in response to the solicitation. Award of the contract was made to the lowest-priced responsive and responsible bidder in the aggregate per group. Group E is awarded to Chestnut Ridge Foam, Inc., Groups A and B to Tabb Textile Co., Inc., and Group D to United Mattress Materials, Inc. No award was made for Group F as the sole bidder was deemed nonresponsive by the County Attorney's Office for deviating from the solicitation's specifications for annual estimated quantity amounts per item. Similarly, no award was made for Group C as no certified small business vendors submitted bids. Accordingly, the Administration will resolicit these groups.

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**Item No. 3B**

**File No. 200120**

**Researcher: VW Reviewer: PGE**

The recommended replacement contract consolidates two current contracts for these services: *Contract No. FB-00141* (Pillows, Bed Linens, Mattresses, Box Springs and Bed Frames) valued at \$995,268 for a term of five years and two months and *Contract No. FB-01197B* (Mattresses and Linens) valued at \$250,000 for a term of eight months. Note that Chestnut Ridge Foam, Inc., the recommended awardee for Group E under the replacement contract, is the awarded vendor under *Contract No. FB-01197B*. The largest user of the replacement contract is the Corrections and Rehabilitation Department with 82% of the total allocation, i.e., \$1,038,926 of the total requested allocation of \$1,266,335.

For comparative purposes, OCA reviewed the Blanket Purchase Orders of the current contracts in the Bid Tracking System on February 12, 2020. For *Contract No. FB-00141*, the Blanket Purchase Order shows that of the \$995,268 allocation amount, a total \$914,948.80 has been released, leaving a balance of \$80,319.20. The contract expires on May 31, 2020. For *Contract No. FB-01197B*, the Blanket Purchase Order shows that of the \$250,000 allocation amount, a total of \$79,932.60 has been released, leaving a balance of \$170,067.40. The combined allocation of the current contracts (*No. FB-00141* and *No. FB-01197B*) is \$1,245,268, which is slightly lower than the \$1,266,335 allocation for the proposed contract (*No. FB-01197*). The table below displays the total and annualized allocations across the two current contracts and the replacement contract.

	Contract No.	Term	Total Allocation	Annual Allocation
Current Contracts	<i>FB-00141</i>	5 years 2 months	\$995,268	\$192,632.50
	<i>FB-01197B</i>	8 months	\$250,000	\$375,000
Replacement contract	<i>FB-01197</i>	5 years	\$1,266,335	\$253,267

OCA conducted a search of the solicitation's commodity codes in the Business Management Workforce System on February 12, 2020: 85052 (Mattress Covers, Cotton or Vinyl); 85056 (Mattress Pads); 85060 (Mattress Protectors and Pillow Covers, Synthetic); 85084 (Ticking, Mattress and Pillow, Synthetic and Waterproofed); 96254 (Mattress and Bedspring Renovation and Repair); 56554 (Recycled Mattress and Pillow Manufacturing Equipment, Including Parts and Accessories); 42068 (Mattresses and Bedsprings, Including Fillers); 85063 (Pillows, All Types) and 57800 (Miscellaneous Products). That search yielded 13 local small business enterprise firms:

- Ballpark Maintenance, Inc.
- Holsen, Inc.
- Innovative Incentives, Inc.
- iPhone and iPad Warehouse LLC
- Lithografikos LLC
- Maintenance Services 360 LLC
- Office Express Supplies, Inc.

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**Researcher: VW   Reviewer: PGE**

- P. S. Systems, Inc.
- Pin Pan Pun, Inc.
- Plan B Concepts, Inc.
- The Tools Man, Inc.
- Toner Cartridge Recharge, Inc.
- Total Connection Inc.

OCA performed due diligence on February 11, 2020 pertaining to the recommended awarded vendors, Tabb Textile Co, Inc., United Mattress Materials, Inc., and Chestnut Ridge Foam, Inc.; the results are shown below.

Awarded Firm	Corporate Registration	Tax Collector's Office	Florida DBPR	Westlaw
Tabb Textile Co., Inc.	Domestic Corporation  Active  Principal Address: 511 Pleasant Drive Opelika, AL 36801  Filed: December 30, 1996	Nothing Found	No account on file	No relevant case found
United Mattress Materials, Inc.	Florida Profit Corporation  Active  Principal Address: 440 W 20 <sup>th</sup> St. Hialeah, FL 33010  Filed: October 13, 2010	Current and paid  Business address: 440 W 20 <sup>th</sup> St. Hialeah, FL 33010	No account on file	<i>Zuniga v. United Mattress, Inc. et al</i> ; Case No. 1:17CV06751, filed in the U.S. District Court, Northern District of Illinois (Chicago) on September 19, 2017. Allegation: Class Action. Defendants failed to pay plaintiff and other employees all earned wages for all time worked at the rates agreed upon by the parties and illegally made deductions from their pay for shortages. Status: Dismissed with prejudice.  <i>Martinez et al v. United Mattress Materials, Inc. et al</i> ; Case No. 1:14-CV-24004, filed in the U.S. District Court, U.S. District Court, Southern District of Florida (Miami) on October 27, 2014. Allegation: Class Action. Plaintiffs and the putative class employees sue defendants under the Fair Labor Standards Act for failure to pay overtime wages. Status: Order approved FLSA

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				settlement and dismissed action; case closed.
Chestnut Ridge Foam, Inc.	Foreign for Profit Corporation  Active  Principal Address: 443 Warehouse Drive Latrobe, PA 15650  Filed: July 24, 1986	Nothing Found	No account on file	No relevant case found

**APPLICABLE LEGISLATION/POLICY**

**Section 2-8.1 of the Miami-Dade County Code** (Contracts and Purchases Generally) applies to all contracts for public improvements and purchases of all supplies, materials, and services other than professional services and (1) requires formal sealed bids for purchases over \$250,000; (2) describes the circumstances under which non-competitive purchases may be approved; (3) establishes requirements for legacy purchases, designated purchases, and single vehicle leases; and (4) provides that procurement procedures shall be established by I.O. and approved by the Board.

[https://library.municode.com/fl/miami-dade-county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTIINGE\\_S2-8.1COPUGE](https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.1COPUGE)

**Implementing Order (I.O.) 3-38** (Purchasing of Goods and Services) governs the County's processes and procedures for the purchase of goods and services including professional services. It establishes the roles and responsibilities of the Internal Services Department, methods of purchasing goods and services, and the authority to award contracts. Contains requirements for access contracts, emergency purchases, bid waivers, confirmation purchases, and sole sources.

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-38.pdf>

**Resolution No. R-828-19**, adopted in July 23, 2019, establishes a policy of the County for disclosure of past and present discrimination lawsuits in solicitation submissions.

<http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2019/190936min.pdf>

**Resolution No. R-718-17**, adopted July 6, 2017, directs the Mayor to commence planning for re-procurement no later than 18 months prior to the expiration of contracts and Lists of Prequalified Vendors for the purchase of goods and/or services; and directs the Mayor or their designee, on a quarterly basis to identify in writing to the Office of Commission Auditor those contracts and prequalified vendor lists that are set to expire no later than 18 months prior to expiration.

<http://www.miamidade.gov/govaction/matter.asp?matter=171632&file=true&fileAnalysis=false&yearFolder=Y2017>

**Resolution No. R-1011-15**, adopted November 3, 2015, directs the county mayor to require that vendors provide addresses of all local branch offices and headquarters and the number and percentage of local residents such vendors employ; and directing the county mayor to include such information in memorandum to Board pertaining vendor being recommended for contract.

<http://www.miamidade.gov/govaction/matter.asp?matter=152271&file=true&fileAnalysis=false&yearFolder=Y2015>

**Resolution No. R-140-15**, adopted February 3, 2015, directs the mayor to conduct a full review, prior to re-procurement of replacement contracts for goods and services of the scopes of services or goods requested to ensure such contracts

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reflect the current needs of the county, to include information in recommendations to the Board, and to consult with the Small Business Development division, regarding solicitation and contract language.

<http://www.miamidade.gov/govaction/matter.asp?matter=150090&file=true&fileAnalysis=false&yearFolder=Y2015>

**Resolution No. R-187-12**, adopted February 21, 2012, directs the mayor to include due diligence information in memoranda recommending certain contract awards.

<http://www.miamidade.gov/govaction/matter.asp?matter=120287&file=true&fileAnalysis=false&yearFolder=Y2012>

**Resolution No. R-477-18**, adopted May 1, 2018, directed the County Mayor to disclose to the Board the reasons goods and services are not being procured through local businesses when the recommendation is to award a contract to a non-local vendor or to establish a prequalification pool where less than 75 percent of the pool members are local businesses.

<http://intra/gia/matter.asp?matter=180822&file=true&yearFolder=Y2018>