

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. IB9061-4/14-4

Contract
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQFR1400008 TERM OF CONTRACT 3 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Business Cards

Description: Business Cards for County Departments

Issuing Department: ISD Contact Person: Anthony Wells Phone: 305-375-5765
 Estimate Cost: \$75,000.00
 Funding Source: General GENERAL FEDERAL OTHER A

ANALYSIS

Commodity Codes: 96655

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	<u>Archi Press & Design Inc</u>		
Small Business Enterprise:	<u>Yes</u>		
Contract Value:	<u>\$51,727.81</u>	<u>\$</u>	<u>\$</u>

Comments: _____

Continued on another page (s): YES NO

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE				

Basis of recommendation: _____

Signed: Anthony G. Wells Date sent to SBD: 06/11/2014
 Date returned to DPM: _____

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SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of business cards in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: THREE (3) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve month period.

2.5 OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR(S) (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a (3) three year period from the contract's initial effective date. Ninety- (90) days prior to the completion of the initial term and each subsequent option to renew year, the County will consider adjustment to price based on Consumer Price Index (CPI) for Miami-Fort Lauderdale as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

It is the bidder's responsibility to request any pricing adjustment under this provision. The bidder adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the awarded bidder, the County will assume that the bidder has agreed to maintain the same pricing. The adjustment shall be applied by taking the index at the time of calculation (90 days prior to the OTR period) divided by index at time base price is set (Bid award) to determine the percentage increase or decrease which be reflected in the adjusted price.

The County reserves the right to reject any price adjustments submitted by the bidder during the time stated above. In the event the County rejects the price adjustment submitted by the awarded bidder, the County will terminate the contract under the terms stipulated in Section 1 Paragraph 1.24.

2.6 METHOD OF AWARD: To a Single Lowest Priced Bidder In The Aggregate

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single bidder.

2.7 PRICES: SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract.

2.8 INTENTIONALLY OMITTED**2.9 INTENTIONALLY OMITTED****2.10 INTENTIONALLY OMITTED****2.11 INTENTIONALLY OMITTED****2.12 INTENTIONALLY OMITTED****2.13 INTENTIONALLY OMITTED****2.14 INTENTIONALLY OMITTED****2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

2.16 INTENTIONALLY OMITTED**2.17 DELIVERY SHALL BE TEN (10) DAYS AFTER ORDER IS PLACED BY THE COUNTY**

The bidder shall make deliveries within ten (10) business days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

Delivery will be ten (10) days after approval of proof by requesting department.

2.18 INTENTIONALLY OMITTED

2.19 INTENTIONALLY OMITTED

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Anthony Wells, at (305) 375-5765 email – awells@miamidade.gov.

2.21 INTENTIONALLY OMITTED

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within Seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's Project Administrator. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work

within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within Two (2) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder on default, obtain the services of another bidder to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

2.24 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.25 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

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

1. DEFINITIONS

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

- D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) permitted or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:

- (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permitted to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (x) Any other type of service that a GASP permitted is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permitted or other service contractor.
 - (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications

submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

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

2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a) Florida Statutes.

- (1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:
- i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

- ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, FL, 33128, (305) 375-3134.
- F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.
3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**
- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any

portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".
- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.
- E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:
- (1) For the first underpayment, a penalty in an amount equal to 10% of the amount;

- (2) For the second underpayment, a penalty in an amount equal to 20% thereof;
- (3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
- (4) A fourth violation shall constitute a default of the subject contract 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 solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. **PAYROLL; RECORDS; REPORTING**

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

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

5. **SUBCONTRACTS**

Non Applicable

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

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - 2) The penalties assessed;
 - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a fourth time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

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

2.26 LIVING WAGE REQUIREMENT

The provisions of Miami-Dade County Ordinance 99-44 apply to this contract. The bidder hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment A), and acknowledges awareness of the penalties for non-compliance.

Pursuant to the Miami-Dade County Code 2-8.9; Living Wages, effective October 1, 2014 the Living Wage rates shall be \$14.27 per hour without health benefits or \$12.46 per hour with health benefits which must be a minimum of \$1.81 per hour.

2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.28 PURCHASE OF OTHER ITEMS/SERVICES NOT LISTED WITHIN THIS BID SOLICITATION BASED ON PRICE QUOTES:

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

2.29 INTENTIONALLY OMITTED

SECTION 3 – TECHNICAL SPECIFICATIONS**Miami-Dade Fire Department****3.1 QUANTITY**

Estimated purchases of business cards under this contract are approximately 4,000 lots each of 500 or 1,000 as indicated in the Bid Proposal. Under-runs are not permitted. Additional charges for overruns are not permitted.

3.2 SIZE

All cards must be 3 ½" x 2". Size variations are unacceptable. All trimming must be to exact size, with CLEAN CUT EDGES, Guillotine cut cards must be free of nicks, cutting stick indentation, and curls.

3.3 PAPER STOCK

Miami-Dade County Resolution R-214-92 promotes waste reduction and the use of recycled content and recyclable products.

Recycled Classic Crest, 80# Cover, Recycled Bright White acid free or approved equal; the product bid must be consistent throughout the contracts term.

3.4 PRINTING

All printing will be Flat Sheet Printing

3.5 INKS

Soy-based inks which have a lesser amount of "toxic constituents" to be used (Oil-based inks are not acceptable).

3.6 IMAGE

Image must be clean, sharp and of high intensity. Any variations due to scumming, plugging, dampener imbalance, etc., will result in rejection of order. Image must be straight and square to the card edge, this is critically important. Rejected orders will be re-run at contractor's expense.

3.7 OFFSET

Offset onto back of cards delivered will also be rejected. Rejected orders must be reprint at contractor's expense.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.8 INK COLOR****Black and 4-Color Process Fire Logo****3.9 TYPESETTING AND MECHANICAL ART**

Template will be furnished to the vendor by Frank Guemes, Graphics Manager at the Government Information Center. Card information (text) will be submitted via email. Input of the text on the template will be performed by the Contractor. Charges for this service must be included in the quoted price.

3.10 PROOF READING/PROOFS

Proofs will be provided via email to the requesting department. All proofs must be sent as a PDF (Portable Document Format) for approval to the requesting department. To avoid typographical error, it will be the contractor's responsibility to contact the requesting department regarding any questionable copy before placing orders in production.

3.11 PACKAGING

Business card carton must indicate the quantity and identify the contents.

3.12 NO SUB-CONTRACTING PERMITTED

All business cards must be produced by the contractor on its premises. Sub-contracting is not permitted under the terms of this contract.

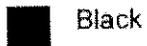
3.13 SAMPLE BUSINESS CARD – Fire Rescue (not actual size)

**Per Section 3, Paragraph 3.8
Front**

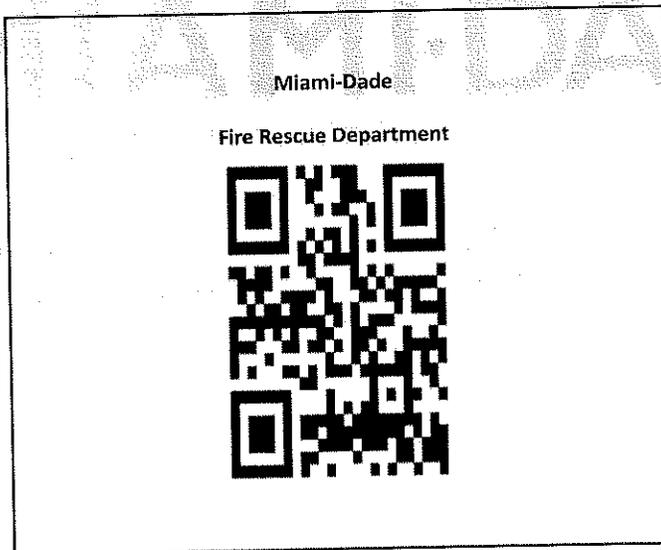
SECTION 3 – TECHNICAL SPECIFICATIONS

	Fernando R. Fernandez	Optima Bold - 9 Point, -2 Track, Leading 12 point
	Logistics Division Chief	Optima - 9 Point, -2 Track, Leading 10 point
	Miami-Dade Fire Rescue Department	Optima Bold - 8 Point, -2 Track, Leading 23 point
	9300 NW 41st Street	Optima - 7 Point, 0 Track, Leading 9 point
	Miami, Florida 33170	
	T 786-331-4242	
	F 786-331-4245	
	P 305-366-3107	
	fdez@miami-dade.gov	
	www.miami-dade.gov	Optima Bold - 7 Point, 0 Track, Leading 22 point

4-Color Process Fire Logo



Back (not actual size)



SECTION 3 – TECHNICAL SPECIFICATIONS**GSA DEPARTMENT****3.1 QUANTITY**

Estimated purchases of business cards under this contract are approximately 4,000 lots each of 500, or 1,000 as indicated in the Bid Proposal. Under-runs are not permitted. Additional charges for overruns are not permitted.

3.2 SIZE

All cards must be 3 1/2" x 2". Size variations are unacceptable. All trimming must be to exact size, with CLEAN CUT EDGES. Guillotine cut cards must be free of nicks, cutting stick indentation, and curls.

3.3 PAPER STOCK

Dade County Resolution R-214-92 promotes waste reduction and the use of recycled content and recyclable products.

Recycled Classic Crest, 80# Cover, Recycled Bright White acid free or approved equal. The product bid must be consistent throughout the contracts term.

3.4 PRINTING

All printing will be Flat Sheet Printing

3.5 INKS

Soy-based inks which have a lesser amount of "toxic constituents" to be used. (Oil-based inks are not acceptable).

3.6 IMAGE

Image must be clean, sharp and of high intensity. Any variations due to scumming, plugging, dampener imbalance, etc., will result in rejection of order image must be straight and square to the card edge this is critically important. Rejected orders will be re-run at contractor's expense.

3.7 OFFSET

Offset onto back of cards delivered will also be rejected. Rejected orders must be re-printed at contractor's expense.

3.8 INK COLOR

Black, PMS 300 Blue and PMS 576 Green
(PMS 300 Blue and PMS 576 Green are common to all cards)

SECTION 3 – TECHNICAL SPECIFICATIONS

3.9 TYPESETTING AND MECHANICAL ART

Template will be furnished to the vendor by Frank Guemes, Graphics Manager at the Government Information Center. Card information (text) will be submitted via e-mail. Input of text on to the template will be performed by Contractor. Charges for this service must be included in the quoted price.

3.10 PROOFREADING/PROOFS

Proofs will be provided via e-mail to the requesting department. All proofs must be sent PDF (Portable Document Format) for approval to the requesting Department. To avoid typographical errors, it will be the contractor's responsibility to contact the requesting Department regarding any questionable copy before placing orders in production.

3.11 PACKAGING

Business card carton must indicate the quantity and identify the contents.

3.12 NO SUB-CONTRACTING PERMITTED

All business cards must be produced by the contractor on its premises. Sub-contracting is not permitted under the terms of this contract.

3.13 SAMPLE BUSINESS CARD - County standard (not actual size)

Per Section 3, Paragraph 3.8

Bernard McGriff
 Director

General Services Administration
 111 NW 1st Street • Suite 2410
 Miami, Florida 33120-1900
 305-375-4513 Fax 305-375-4523
 Pager 305-111-1111
 NSSa@miamidade.gov

MIAMIDADE
 COUNTY

miamidade.gov

Annotations:
 - Optima Bold 9 pt on 10pt leading (points to name)
 - Optima Reg 8 pt (points to title)
 - Optima Reg 8 pt on 10 pt leading (points to organization name)
 - Optima Reg 8 pt on 10pt leading (points to address)
 - Optima Reg 7pt on 7pt leading (points to website)

SECTION 3 – TECHNICAL SPECIFICATIONS**AVIATION DEPARTMENT****3.1 QUANTITY**

Estimated purchases of business cards under this contract are approximately 4,000 lots each of 500, or 1,000 as indicated in the Bid Proposal. Under-runs are not permitted. Additional charges for overruns are not permitted.

3.2 SIZE

All cards must be 3 1/2" x 2". Size variations are unacceptable. All trimming must be to exact size, with CLEAN CUT EDGES. Guillotine cut cards must be free of nicks, cutting stick indentation, and curls.

3.3 PAPER STOCK

Dade County Resolution R-214-92 promotes waste reduction and the use of recycled content and recyclable products.

Recycled Classic Crest, 80# Cover, Recycled Bright White acid free or approved equal. The product bid must be consistent throughout the contracts term.

3.4 PRINTING

All printing will be Flat Sheet Printing

3.5 INKS

Soy-based inks which have a lesser amount of "toxic constituents" to be used. (Oil-based inks are not acceptable).

3.6 IMAGE

Image must be clean, sharp and of high intensity. Any variations due to scumming, plugging, dampener imbalance, etc., will result in rejection of order image must be straight and square to the card edge this is critically important. Rejected orders will be re-run at contractor's expense.

3.7 OFFSET

Offset onto back of cards delivered will also be rejected. Rejected orders must be re-printed at contractor's expense.

3.8 INK COLOR

Black, Pantone 294 and Pantone 7539

SECTION 3 – TECHNICAL SPECIFICATIONS

3.9 TYPESETTING AND MECHANICAL ART

Template will be furnished to the vendor by the Richard Etienne, Creative Service Supervisor at the Miami-Dade Aviation Department. Card information (text) will be submitted via e-mail. Input of text on to the template will be performed by Contractor. Charges for this service must be included in the quoted price.

3.10 PROOFREADING/PROOFS

Proofs will be provided via e-mail to the requesting department. All proofs must be sent PDF (Portable Document Format) for approval to the requesting Department. To avoid typographical errors, it will be the contractor's responsibility to contact the requesting Department regarding any questionable copy before placing orders in production.

3.11 PACKAGING

Business card carton must indicate the quantity and identify the contents.

3.12 NO SUB-CONTRACTING PERMITTED

All business cards must be produced by the contractor on its premises. Sub-contracting is not permitted under the terms of this contract.

3.13 SAMPLE BUSINESS CARD - Aviation (not actual size)

Per Section 3, Paragraph 3.8

	John County's	— Optima Bold - 9 Point, 0 Track, Leading 12 point
	Director	— Optima - 9 Point, 0 Track, Leading 10 point
	Miami-Dade Aviation Department	— Optima Bold - 8 Point, 0 Track, Leading 23 point
	P.O. Box 025504	— Optima - 7.5 Point, 0 Track, Leading 10 point
	Miami, Florida 33102-5504	
T 305-876-7000		
F 305-876-1270		
A.G.Jones@miami-airport.com		
www.miamidade.gov	— Optima Bold - 7 Point, 0 Track, Leadin 22 point	

Pantone 294

Pantone 7539

Black

SECTION 3 – TECHNICAL SPECIFICATIONS**CORRECTIONS & REHABILITATION****3.1.1 QUANTITY**

Estimated purchases of business cards under this contract are approximately 4,000 lots each of 500, or 1,000 as indicated in the Bid Proposal. Under-runs are not permitted. Additional charges for overruns are not permitted.

3.1.2 SIZE

All cards must be 3 1/2" x 2". Size variations are unacceptable. All trimming must be to exact size, with CLEAN CUT EDGES. Guillotine cut cards must be free of nicks, cutting stick indentation, and curls.

3.2 PAPER STOCK

Dade County Resolution R-214-92 promotes waste reduction and the use of recycled content and recyclable products.

Recycled Classic Crest, 80# Cover, Recycled Bright White acid free or approved equal. The product bid must be consistent throughout the contracts term.

3.2.1 PRINTING

All printing will be Flat Sheet Printing.

3.2.2 INKS

Soy-based inks which have a lesser amount of "toxic constituents" to be used. (Oil-based inks are not acceptable).

3.2.3 IMAGE

Image must be clean, sharp and of high intensity. Any variations due to scumming, plugging, dampener imbalance, etc., will result in rejection of order image must be straight and square to the card edge this is critically important. Rejected orders will be re-run at contractor's expense.

3.2.4 OFFSET

Offset onto back of cards delivered will also be rejected. Rejected orders must be re-printed at contractor's expense.

3.8 INK COLOR

Black, Pantone 873

SECTION 3 – TECHNICAL SPECIFICATIONS

3.8.1 INK COLOR

Black, Pantone 300, Pantone 300, 30% and Pantone 576 AND Pantone 873

3.9 TYPESETTING AND MECHANICAL ART

Template will be furnished to the vendor by Frank Guemes, Graphics Manager at the Government Information Center. Card information (text) will be submitted via e-mail. Input of text on to the template will be performed by Contractor. Charges for this service must be included in the quoted price.

3.10 PROOFREADING/PROOFS

Proofs will be provided via e-mail to the requesting department. All proofs must be sent PDF (Portable Document Format) for approval to the requesting Department. To avoid typographical errors, it will be the contractor's responsibility to contact the requesting Department regarding any questionable copy before placing orders in production.

3.11 PACKAGING

Business card carton must indicate the quantity and identify the contents.

3.12 NO SUB-CONTRACTING PERMITTED

All business cards must be produced by the contractor on its premises. Sub-contracting is not permitted under the terms of this contract.

3.13 SAMPLE BUSINESS CARD - Corrections & Rehabilitation (not actual size)

Per Section 3, Paragraph 3.8

Charles McRay
Director

Corrections & Rehabilitation
8660 West Flagler
Miami, Florida 33144
Phone 305-229-7500
Cell 305-725-3139
Fax 305-2636135
cjm@miamidade.gov
www.miamidade.gov

Optima Bold - 9 Point, -2 Track, Leading 12 point
Optima - 9 Point -2 Track, Leading 10 point

Optima Bold - 8 Point, -2 Track, Leading 22 point
Optima - 7.5 Point, 0 Track, Leading 10 point

Optima Bold - 7 Point, 0 Track, Leadin 22 point

 Pantone 873

 Black

SECTION 3 – TECHNICAL SPECIFICATIONS

3.13A SAMPLE BUSINESS CARD - Corrections & Rehabilitation (not actual size)

Per Section 3, Paragraph 3.8.1

Nancy Fox-Hicks
 Administrative Sergeant
 Reception & Diagnostics Bureau
 Pre-Trial Detention Center
 Corrections & Rehabilitation Department
 1321 NW 13th Street
 Miami, Florida 33125
 Phone 786-263-4166
 Fax 786-263-4446
 FOX123@miamidade.gov
 www.miamidade.gov

Optima Bold - 9 Point, -2 Track, Leading 12 point
 Optima - 9 Point, 0 Track, Leading 10 point
 Optima Bold - 9 Point, -2 Track, Leading 14 point
 Optima - 7.5 Point, 0 Track, Leading 10 point
 Optima Bold - 7 Point, 0 Track, Leading 14 point

■ Pantone 300

■ Pantone 300, 30%

■ Pantone 576

■ Pantone 873

■ Black

SECTION 3 – TECHNICAL SPECIFICATIONS**CLERK OF COURTS****3.1 QUANTITY**

Estimated purchases of business cards under this contract are approximately 38 lots of each of 500 or 1,000 as indicated in the Bid Proposal. Under-runs are not permitted. Additional charges for overruns are not permitted.

3.2 SIZE

All cards must be 3 ½" x 2". Size variations are unacceptable. All trimming must be exact size, with CLEAN CUT EDGES, Guillotine cut cards must be free of nicks, cutting stick indentation, and curls.

3.3 PAPER STOCK

Thin plate Bristol-Recycled

3.4 PRINTING

1 Color Thermo Raised Print

3.5 INKS

Soy-based inks which have a lesser amount of "toxic constituents" to be used (Oil-based inks are not acceptable).

3.6 IMAGE

Image must be clean, sharp and of high intensity. Any variations due to scumming, plugging, dampener imbalance, etc., will result in rejection of order image must be straight and square to the card edge this is critically important. Rejected orders will be re-run at contractor's expense.

3.7 OFFSET

Offset onto back of cards delivered will also be rejected. Rejected orders must be re-printed at contractor's expense.

3.8 INK COLOR

Black

3.9 TYPESETTING AND MECHANICAL ART

Template will be furnished to the vendor by Clerk of Courts, Courts Procurement Officer. Card information (text) will be submitted via e-mail. Input of text on to the template will be performed by Contractor. Charges for this service must be included in the quoted price.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.10 PROOF READING/PROOFS**

Proofs will be provided via email to the requesting department. All proofs must be sent as a PDF (Portable Document Format) for approval to the requesting department. To avoid typographical error, it will be the contractors responsibility to contact the requesting department regarding any questionable copy before placing orders in production.

3.11 PACKAGING

Business card carton must indicate the quantity and identify the contents.

3.12 NO SUB-CONTACTING PERMITTED

All business cards must be produced by the contractor on its premises. Sub-contacting is not permitted under the terms of this contract.

3.13 SAMPLE BUSINESS CARD- CLERK OF COURTS (not actual size)

Per Section 3, Paragraph 3.4, 3.8 and 3.9

