

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

☒ New    ☐ OTR    ☐ Sole Source    ☐ Bid Waiver    ☐ Emergency    Previous Contract/Project No. See below

☐ Contract    ☐ Re-Bid    ☐ Other – Access of Other Entity Contract    LIVING WAGE APPLIES: ☒ YES    ☐ NO

Requisition No./Project No.: EVN0000201    TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Janitorial Services for MDAD

Description: Miami-Dade County Aviation Department (MDAD) has requested to solicit proposals to establish a replacement contract(s) for Janitorial Services for various MDAD facilities (depicted as Areas A, B, and C). Work on this contract will include cleaning and disinfecting areas including lobbies, ticketing areas, hallways, stairwells, elevators, escalators, moving walkways, restrooms, windows, and shadow areas surrounding the concourses, i.e. areas between the outer walls of the terminal building and the airport tarmac. The scope of work will also include smart restroom technologies to monitor and report restroom usage and cleanliness with an overall goal to reduce waste, minimize the amount of time restrooms are in a suboptimal state, and engage customer feedback of the quality of their experience. This replacement contract(s) will replace the following current contracts awarded under Janitorial Services Pre-qualification Pool 9562-5/22, consolidating them into one (1) comprehensive solicitation for MDAD's entire airport operation. The County anticipates awarding up to three contracts, each for a five (5) year term in the following categories: Area A, Area B and Area C (as further described in the solicitation).

Current Contracts' Data:

• WOPR No. 00919 Janitorial Services Zone 1 (Terminal); value \$76,356,854; 15% SBE goal; awarded to C&W Facility Services, Inc. [now Area A]
• WOPR No. 001150 Janitorial Services Zone 2 (Terminal); value \$59,371,593; 15% SBE goal; awarded to C&W Facility Services, Inc. [now Area A]
• FB-01166 Janitorial Services Zone 3; value \$11,987,845; SBE Set-aside; awarded to N&K Enterprises, Inc. [now Area B]
• FB-01167 Janitorial Services Zone 4; value \$12,811,644; 16.8% SBE Goal; awarded to SFM Services, Inc. [now Area C]

Issuing Department: SPD    Contact Person: Marie Williams    Phone: 305-375-3248

Estimate Cost/Value: \$165,621,634.77    GENERAL    FEDERAL    OTHER

Funding Source: Propr. Reven

**ANALYSIS**

<b>Commodity Codes:</b>	<u>91039</u>				
Contract/Project History of previous purchases three (3) years					
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>	<u>Above</u>				
<b>Small Business Enterprise:</b>	<u>Above</u>				
<b>Contract Value:</b>	<u>Above</u>				
Comments:					
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

## **RECOMMENDATIONS**

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>		A 20% B 15% C 1		
<p>Basis of Recommendation:</p> <p><i>"The current contract has an established 15% SBE goal.</i></p> <p><i>MDAD recommends that same percentage to area B&amp;C and 20 % to Area A. However, MDAD's stand is that any goal should ultimately be set by SBD based on the availability of companies in their respective levels, the dollar amount of the contract, and complexity of the work and/or location which requires a "specialty" or more restrictive environment such as MDAD's where we have strict background checks."</i></p> <div style="border: 1px solid black; height: 30px; width: 100%; background-color: #f0f0f0;"></div>				
Signed: Marie Williams		Date sent to SBD: 07/28/23		
		Date returned to SPD:		

Rev. 072518

# MARKET RESEARCH

<b>Contract No.:</b> EVN0000201	<b>Recommendation:</b>  <input type="checkbox"/> Exercise OTR <input type="checkbox"/> Non-Competitive Contract <input checked="" type="checkbox"/> Solicit Competition <input type="checkbox"/> Access Contract <input type="checkbox"/> Other
<b>Title:</b> Janitorial Services for MDAD	
<b>Procurement Contracting Officer:</b> Marie Williams	

**Background:**

Miami-Dade County Aviation Department (MDAD) has requested to solicit proposals to establish a contract for Janitorial Services for various MDAD facilities (depicted as Areas A, B, and C) at an estimated value of \$165,621,634.77 for a 5-year term utilizing proprietary revenue funds. This contract will replace the following current contracts (of which two were awarded under Janitorial Services Pre-qualification Pool 9562-5/22-1), consolidating them all into one (1) comprehensive solicitation for MDAD's entire airport operation:

• WOPR No. 00919 Janitorial Services Zone 1 (Terminal) expiring July 31, 2024; value \$76,356,854; 15% SBE goal; awarded to C&W Facility Services, Inc. [now Area A]
• WOPR No. 001150 Janitorial Services Zone 2 (Terminal) expiring July 31, 2024; value \$59,371,593; 15% SBE goal; awarded to C&W Facility Services, Inc. [now Area A]
• FB-01166 Janitorial Services Zone 3 expiring February 28, 2024; value \$11,987,845; SBE Set-aside; awarded to N&K Enterprises, Inc. [now Area B]
• FB-01167 Janitorial Services Zone 4 expiring April 30, 2024; value \$12,811,644; 16.8% SBE; awarded to SFM Services, Inc. [now Area C]

**Replacement contract requirements (include but are not limited to):**

Janitorial services are required for the health and safety of the public and County employees who utilize these airport facilities. Work on this contract will include cleaning and disinfecting areas including lobbies, ticketing areas, hallways, stairwells, elevators, escalators, moving walkways, restrooms, windows, and shadow areas surrounding the concourses, i.e. areas between the outer walls of the terminal building and the airport tarmac, as well as as-needed light maintenance/repairs in restrooms. The scope of work will also include smart restroom technologies to monitor and report restroom usage and cleanliness with an overall goal to reduce waste, minimize the amount of time restrooms are in a suboptimal state, and engage customer feedback of the quality of their experience.

The County anticipates awarding up to three contracts, each for a five (5) year term in the following categories: Area A, Area B and Area C. Proposers may propose for one (1) or two (2) or all three (3) areas A separate award will be recommended for each Area. See Section 4.2 herein for additional details. Proposing on one Area does not preclude the Proposer from proposing on any of the other two Areas. A Proposer, either as an individual Proposer or as a Joint Venture Proposer, proposing on multiple Areas:

- Shall submit only one proposal which should clearly distinguish and separate each Area they wish to respond to, inclusive of separate pricing on the Attachment C – Price Proposal Schedule for each Area depicted as follows: C1 for Area A, C2 for Area B, and C3 for Area C; and
- Will only be recommended for award for one Area; and
- Is ineligible to be recommended for award for any of the other two Areas if recommended for award of one Area.

The level of janitorial care per site correlates with the standards of appearance specified in each area which includes high profile, general and low traffic areas, storage and unconditioned areas and hardscape areas.

- **Area A** includes concourses D, E F,G H, and J of the main terminal building at MIA, including the areas of the landside, airside and terminal buildings controlled by the County; the Federal Inspection Services

(FIS) (U.S. Government office areas); U.S. Customs and Border Protection (CBP) facilities; Transportation Security Administration (TSA) checkpoint and screening areas (including TSA office areas); Miami-Dade Fire Station; Tunnel Gate, common-use areas; including but not limited to lobbies, ticketing areas (excluding leased ticket counters), gate counters, hallways, restrooms, carousels, stairwells, elevators, escalators, and moving walkways; passenger hold rooms; nursing pods; loading bridges; windows, shadow areas surrounding the concourses; airport tarmac (ramp areas); the County's administrative offices, all other spaces assigned to the County.

- **Area B** includes all non-terminal buildings and airport properties including public parking garages, employee parking areas and garages, the maintenance complex, Taxi Lot, Uber Lot, TNC Lot Central Collection Plaza, Miami-Dade Police station, Miami Intermodal Center (MIC), MIA Mover Station Platform, MIA Car Rental Center, MIA South East Gate Booth, the County's administrative offices, other spaces assigned to the County; Miami-Dade Police station, and other outlying buildings.
- **Area C** includes all non-terminal buildings and airport properties, including approximately 14 cargo buildings and other outlying buildings at MIA and the four (4) General Aviation Airports (GAA) sites.

The solicitation will also include the following provisions:

- Required minimum staffing levels.
- A provision that the Contractor's prices and rates shall be full compensation, inclusive of all labor, fuel, travel, overhead, indirect costs and out-of-pocket expenses, including but not limited to materials and miscellaneous costs and fees.
- A provision for a price adjustment based on Consumer Price Index whereby the County may consider an adjustment to the non-labor portion of the Contractor's prices for October Year 2 and each October thereafter.
- Living Wage requirements and price adjustment (labor portion of price) beginning October Year 2 of the contract.
- Performance and Payment Bond within 30 days of contract effective date.

#### **Research Conducted:**

- A. Miami-Dade County Contract BW9562-1/24-1 Janitorial Services for Various County Departments is established for County facilities managed by the Police and Internal Services departments. That legacy contract may not be utilized to procure these subject services as the scope and requirements of this contract are agency-specific and unique to MDAD.
- B. An opportunity for competition exists as research demonstrates:
  - There are currently over 700 companies listed in the County's Reporting Utility tool under Commodity Code 91039 Janitorial/Custodial Services that could potentially perform this service (list on file).
  - A search of the Florida Department of Management Office of Supplier Diversity website yielded 465 firms for Commodity description containing "cleaning services" *inclusive of janitorial services and custodial services* (list on file).  
[https://osd.dms.myflorida.com/directories/results?directory%5Bcommodity\\_code%5D=76111&directory%5Bcommodity\\_description%5D=&directory%5Bcounty%5D=&directory%5Bdesignation%5D=&directory%5Bvendor\\_name%5D=](https://osd.dms.myflorida.com/directories/results?directory%5Bcommodity_code%5D=76111&directory%5Bcommodity_description%5D=&directory%5Bcounty%5D=&directory%5Bdesignation%5D=&directory%5Bvendor_name%5D=)
  - A search of the CareerOneStop (sponsored by the U.S. Department of Labor, Employment and Training Administration) website using its Business Finder tool, yielded 179,996 firms for Cleaning Services - Industrial in Florida being located within a 50 miles radius of zip code 33128 (data not easily extracted into one comprehensive document).  
<https://www.careeronestop.org/EmploymentRecovery/Toolkit/findbusinesses.aspx?keyword=cleaning%20Services-Industrial&ajax=0&location=33128&radius=50&results=true>
  - A search of the U.S. Small Business Administration website yielded 1,040 active firms under NAICS Code 561720 Janitorial Services of which 144 firms are located in Miami-Dade County (list on file)  
[https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm) and  
[https://web.sba.gov/dsbs/search/dsp\\_profilelist.cfm?RequestTimeout=180](https://web.sba.gov/dsbs/search/dsp_profilelist.cfm?RequestTimeout=180)

C. Direct vendor outreach:

- RFI - EVN0000528 for Janitorial Services for MIA was issued to obtain information from vendors to see if any can provide janitorial services as detailed in its draft Scope of Services. The solicitation was advertised on the INFORMS platform with 392 notifications to vendors, from which 18 responses were received and reviewed by MDAD.
- The draft Scope of Services was posted to the County's Future Solicitations website. Over 250 firms were notified (including the incumbents stated above and vendors on Pool 9562-5/22-1) advising them to review the draft Scope of Services, and respond if they can or cannot provide this service and if they would participate in the RFP solicitation when it does advertise. The following 24 vendors responded that they would participate in the upcoming solicitation for these services: Clean My Ride LLC dba Keep It Klean, Inc., T&T Cleaning Services of South Florida, Geco Cleaning LLC, United Maintenance Company, Inc., Milestones LLC, Milclean USA, Reliance Contractors, Inc., QBO Corporation, SBM Corporation, Kleen-Tech Services LLC, Triangle Services, MGMA Consulting Corp., Cleaning Fairies Janitorial, Eulen, Action Group Management, Clean Space, Inc., LLT Commercial Maintenance LLC, Dream Clean, Inc., EFCO USA, Inc., Owens, Renz & Lee Co., Inc. dba Owens Realty Services, Gum Hunters Carpet Tile & Cleaning Services, Corp., Vexean Vech Services LLC, Oh La La Spotless, Inc., and SE Lawncare LLC.

**Comparable Contracts:**

Below is a list of some recent competitively solicited contracts/solicitations that were located through internet searches or obtained via direct outreach to other airports or municipalities. The contracts were reviewed for procurement methods, scope requirements, existing practices, and other relevant information that could be helpful in developing the subject solicitation, not as an intent to access them due to MDAD's specific needs and scope of work (some requirements stated above). Accordingly, it is extremely unlikely that an *apples-to-apples* assessment of such could be achieved; therefore, efforts to analyze the contracts via a compare and contrast valuation (such contracts are agency-specific and are not the same in levels of cleanliness, cleanable area sizes and frequencies, etc.) would be futile and were not expended. In addition, a comparison of their pricing to the needs of the County is not warranted at this point in the procurement.

- Metropolitan Washington Airports Authority: RFP No. 21-23334a, Custodial Services, IAD/ Washington Dulles International Airport (2023)
- Sacramento County Department of Airports: RFP Custodial Services (2021)
- Broward County: RFP No. BLD2117566P1 Janitorial Services at FLL (2020)
- Hillsborough County Aviation Authority: ITN No. 20-534-003, Janitorial Services at Tampa International Airport (2020)
- County of Muskegon: RFP No. 19-236 Custodial & Cleaning Services at Airport Site (2019)
- City of Houston: RFP No. S10-T26603 Janitorial Cleaning and Associated Services (2018)
- Spokane Airport Board: RFP Janitorial Services for Spokane International Airport, Felts Field Airport and the Airport Business Park (2018)

An email blast was sent to the following airports to ascertain if they had contracts for these services and if so, to provide their contract documents for review. The following responses were received:

- Columbus Regional Airport Authority : Janitorial services are handled in-house.
- Dallas/ Fort Worth International: No response.
- Des Moines International Airport: No response.
- City of Des Moines: RFP No. N20-214, Custodial Services for the Facilities Division (not comparable)
- Los Angeles World Airports (LAWA): Maintenance Services Division's Custodian Section handles janitorial services for most terminals at LAX. The Tom Bradley International Terminal handles their own janitorial vendor and ask LAWA for reimbursement.
- Greater Orlando Aviation Authority: 1/18/23 – Discussed; will provide docs for both terminals (interior); 4/5/23 – Requested again; No response to date.

- Phoenix Sky Harbor International Airport: No response.
- San Diego County Regional Airport Authority: Does not procure janitorial services.
- Susquehanna Area Regional Airport Authority for Harrisburg Intl Airport: No response.

**Recommendation:**

It is recommended that this project be solicited competitively as an RFP (consistent with industry norm) in order to establish a performance-based contract for Janitorial Services for MDAD (Areas A, B, and C). The benefit of this type of committee-based procurement is that multiple factors (not just price) determine the vendor best-qualified to perform the services needed by MDAD. Market research indicates that there is a competitive market that could respond to this solicitation.

Procurement Contracting Officer: Marie Williams

Date: July 28, 2023

DRAFT

*This document is a draft of a planned Solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP)**

**EVENT No.: EVN0000201**

**EVENT TITLE: JANITORIAL SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT**

**PRE-PROPOSAL CONFERENCE AND IN-PERSON SITE VISIT TO BE HELD:**

\_\_\_\_\_, 2023 at \_\_:00 AM (local time)  
TBD, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**  
Strategic Procurement Department

for  
Miami-Dade Aviation Department

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**

Marie Williams, CPPB, Procurement Contracting Officer 3  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3248  
E-mail: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)

**PROPOSALS DUE:**

Per Date and Time Specified in INFORMS

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.  
(SEE IMPLEMENTING ORDER 7-7)**

Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All Proposals received and time stamped through the County's system, INFORMS, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the Proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by INFORMS at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Aviation Department (MDAD), is soliciting Proposals for janitorial services for various MDAD facilities including Miami International Airport (MIA) and General Aviation Airports (Opa-Locka, Homestead, Kendall-Tamiami & Training and Transition Airport).

The County anticipates awarding up to three non-exclusive agreement(s), each for a five year term with successful Proposer(s) for the provision of janitorial services in the following categories: Area A, Area B and Area C, as described in this Solicitation.

Proposers may propose for one (1) or two (2) or all three (3) Areas. A separate award will be recommended for each Area. See Section 4.2 herein for additional details. Proposing on one Area does not preclude the Proposer from proposing on any of the other two Areas. A Proposer, either as an individual Proposer or as a Joint Venture Proposer, proposing on multiple Areas:

- Shall submit only **one** proposal which should clearly distinguish and separate each Area they wish to respond to, inclusive of separate pricing on the Attachment C – Price Proposal Schedule for each Area depicted as follows: C1 for Area A, C2 for Area B, and C3 for Area C; and
- Will only be recommended for award for one Area; and
- Is ineligible to be recommended for award for any of the other two Areas if recommended for award of one Area.

### The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference:	See Section 1.7 herein. Attendance is recommended but not mandatory.
	Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at 305 876-7793 or contact Natalie Pavlik at <a href="mailto:ADAcoordinator@flymia.com">ADAcoordinator@flymia.com</a> . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	Per Date and Time Specified in INFORMS
Proposal Due Date:	Per Date and Time Specified in INFORMS
Evaluation Process:	To be determined.
Projected Award Date:	To be determined.

### 1.2 Definitions

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

1. The words "Agreement" or "Contract" shall mean a janitorial services agreement between the County and the successful Proposer, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments, as a result of this Solicitation
2. The acronym "MIA" shall mean Miami International Airport.
3. The words "Aviation Director" or "Director" shall mean the Director of the Miami-Dade County Aviation Department or his/her designee.
4. The word "Board" to mean Board of County Commissioners of Miami-Dade County.
5. The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges. Refer to Exhibit A herein.



6. The words "Competitive Selection Committee" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
7. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
8. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
9. The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
10. The word "Days" shall mean calendar days, unless specifically stated as other.
11. The word "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department.
12. The words "Effective Date" shall mean the date on which this Agreement is effective.
13. The acronym "GAA" shall mean the General Aviation Airports managed by MDADE (Opa-Locka, Homestead, Kendall-Tamiami Executive and Training and Transition Airports).
14. The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
15. The words "Janitorial Services" or "Janitorial Service Program" to mean the janitorial services as generally described in Section 2.0 of this Solicitation, Scope of Services and Exhibit 2 – Technical Specifications.
16. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
17. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
18. The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
19. The words "Project Manager" or "County's Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
20. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
21. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
22. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
23. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
24. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
25. The words "Standard of Appearance" to mean the performance standards for routine janitorial work such as routine cleaning and frequencies for the most common housekeeping tasks that will be performed on a frequent basis as further described in Exhibit 2 – Technical Specifications under Section II Standard of Appearance.

26. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
27. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

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

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

### 1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of Solicitations.

### 1.5 Cone of Silence

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

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

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document.
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting.
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### 1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee Members other than as provided in Section 2-11.1 of the Code, are prohibited.

#### 1.7 Pre-Proposal Conference and In-person Site Visit

It is highly recommended that Proposers attend the Pre-Proposal Conference and in-person Site Visit to become familiar with any conditions which may, in any manner affect the services to be provided. Proposers are advised to carefully examine the requirements and specifications in this Solicitation, and to become thoroughly aware regarding all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. The Pre-Proposal Conference and in-person Site Visit has been scheduled as follows:

**Pre-Proposal Conference and in-person Site Visit will be held on TBD, 2023 at TBD (Eastern Standard/Daylight Time) at Miami-Dade County Aviation Department, TBD, and will also be available via Zoom Webinar.** To join the Zoom Webinar, please visit <https://miamidade.zoom.us/> and join Webinar Meeting ID: 6536598189.

Members of the public are not required to enter their name to join the webinar if they do not wish to do so. Members may identify themselves as "Public Attendee."

Members of the public will be permitted to pose questions at the end of the Pre-Proposal Conference. In order to do so, attendees must use the "Raise Your Hand" functionality in Zoom by clicking on the three dots located in the lower right corner of the Zoom window and then select "Raise Your Hand."

- Zoom Room will open at TBD a.m./p.m. to admit participants
- Host: Procurement Officer Marie Williams
- Zoom Host Username: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)
- Zoom ADA Contact: <https://zoom.us/accessibility> and Marie Williams: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)
- Link to Download Zoom: <https://zoom.us/download>

Proposers are requested to arrive promptly as the meeting will start on time, and to have access to or a copy of the Solicitation on hand during the Pre-Bid Conference and in-person Site Visit. The Cone of Silence does not apply to this meeting, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

#### **1.8 Public Entity Crimes**

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

#### **1.9 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

#### **1.10 Collusion**

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.11 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code as follows:

##### **Set-aside:**

This Solicitation is set-aside for SBE's.

##### **Subcontractor Goal:**

\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality, quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Attachment B - Certificate of Assurance Affidavit at the time of Proposal acknowledging the project SBE Measure. After Proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the

Commented [WM(1)]: SPD will send to SBD.

Commented [FM(2)]: Add COA to attachments if Subcontractor Goal is applicable

certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements as established in Implementing Order 3-41 and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.12)

#### 1.12 Purpose Driven Procurement Practices

The County is committed to responsible stewardship of resources. To the extent allowed by law, the County will continue to explore and pursue purpose driven procurement, development and business practices that: (a) are environmentally friendly; (b) foster and integrate local community benefits including, opportunities for local and small business participation, internships, job fairs, mentorship, vocational and technical training; (c) support safe and fair labor practices and ethical behavior, and (d) maximize fiscally responsible "high value, high impact" actions.

## 2.0 SCOPE OF SERVICES

### 2.1 BACKGROUND

The County requires the services of successful Proposer(s) qualified to provide management, resources, and regular oversight to maintain a world-class uniform Standard of Appearance, through the development and execution of an effective Janitorial Service Program for the Department. The successful Proposer(s) is expected to provide all janitorial services identified within Area A, Area B, and Area C unless specifically designated on **Exhibit 1 - Area Map as NOT requiring janitorial services**. Area A, Area B and Area C are further defined in Section 2.6 Areas of Responsibility and Specifications herein.

NOTE: The collective bargaining agent for MDAD's current janitorial Contractors' custodial and Specialist workforce is the Teamsters Local 769, affiliated with the Teamsters International Union, AFL/CIO.

### 2.2 OVERVIEW OF JANITORIAL SERVICES

Successful Proposer(s) shall provide an on-site management team, supported by corporate management, resources and regular oversight that will provide a uniform Standard of Appearance and infection/bacterial control.

The successful Proposer(s) shall furnish all supplies, materials, equipment, machinery, tools, supervision, labor and Services necessary to perform the Work described in these specifications. These responsibilities shall be carried out by the successful Proposer(s) through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required for optimizing compliance with Services and support.

### 2.3 SMART RESTROOM SOLUTION REQUIREMENTS

The successful Proposer(s) shall provide a smart restroom solution to monitor the usage of consumables and customers' overall experience, which also alerts the successful Proposer(s) to deploy staff members and supplies to restrooms where janitorial services are most required. The overall goal of the solution is to reduce waste, minimize the amount of time restrooms are in a suboptimal state, engage customer feedback on the quality of their experience, and to provide data that can aid MDAD meet restroom demands across all MDAD facilities.

Successful Proposer(s)'s smart restroom solution shall possess the following capabilities in support of:

MDAD:

1. Passenger traffic counter to monitor restroom traffic. Useful for staffing and scheduling proper cleaning frequencies according to usage and traffic.
2. Tracking system that has a schematic of the Work area and employees ((NFC (Near Field Communication) technology or mobile app.))
3. Permanent history and full data retention.
4. Feedback related data.
5. Quality control inspection scoring.
6. Training videos for key user activities.
7. Mobile application accessible on any web enabled device.
8. Time-based exception reporting/escalation.
9. Scheduled activity notification escalation.
10. Dedicated notification for high-risk issues.
11. Manage hours of operation/answerback by location.
12. Analytics for feedback response time.
13. A based categorization for feedback intent.
14. Analytics for Work orders.
15. Dashboard data that can be exportable to excel spreadsheet.

Janitorial and Maintenance Staff:

1. Feature for identifying and advising janitorial staff and maintenance of specific restroom issues.
2. Sensors on consumable dispensers with real time notification of the need to resupply.
3. Unlimited users and ability to add users at will.
4. Electronic notification of when restroom is cleaned.
5. Room servicing activity.
6. System that would request service as needed or be on demand.
7. Color coded room status indicators.
8. Customizable checklists for quality control (QC) inspection logging in mobile app.
9. Repair request Work order creation in mobile app.
10. Customizable Work area assignments.
11. User/staff activity.
12. Continuous user/staff satisfaction scoring.

Public Restroom Users:

1. User contact directory.
2. Manage device enrollment for users.
3. Ability to receive feedback notifications from users via text message and email.

## **2.4 PERFORMANCE OF JANITORIAL SERVICES**

Successful Proposer(s) shall coordinate and deploy all staff and equipment to maintain facility operations, and always protect the safety of the public and MDAD personnel as described below:

- a. Provide the required janitorial personnel and complete all janitorial duties. Assigned personnel shall be completely trained, properly supervised, and shall be technically qualified to safely and efficiently provide the Services as further detailed in **Exhibit 2 – Technical Specifications**. Successful Proposer(s) shall make every effort to retain the same janitorial personnel on daily job assignments to ensure familiarity with the areas and procedures for accomplishment of the Work. MDAD shall have the right to adjust the quantities and cycles of Work along with a minimum number of employees by areas, based on volume of traffic, operational and other essential needs. MDAD's Project Manager will work with the successful Proposer(s) to plan Work schedules and cleaning in such a way, it achieves maximum coverage and the highest quality of Service.
- b. Dispose of all collected waste in accordance with MDAD's instructions at specific sites designated for this purpose. The County may institute a comprehensive recycling plan for the Department. If such plan is adopted, the successful Proposer(s)'s personnel shall cooperate in every respect with the program at no additional cost to the County.

- c. Ensure that all articles found by its employees are promptly turned in to the Department's Lost and Found Office, located on the 4<sup>th</sup> floor of MIA Terminal D. The successful Proposer(s) shall be responsible for ensuring these policies are thoroughly understood by each employee and strictly enforced at all times.
- d. Respond immediately to all emergency notifications identified by MDAD. All emergency responses shall be completed by assigned staff on duty at no additional cost to the County. The successful Proposer(s) shall report all emergency services in writing to MDAD's Project Manager.

The successful Proposer(s) shall provide fully qualified maintenance workers for the performance of light maintenance as described in Section 2.15 herein. Successful Proposer(s) shall always support and comply with the Department's maintenance requirements by promptly notifying the Department of any needed repairs or damages to fixtures, building and appurtenances that are outside the scope of the successful Proposer(s) light maintenance requirements.

## 2.5 PERFORMANCE AND QUALITY EXPECTATIONS FOR JANITORIAL SERVICES

Successful Proposer(s) shall provide, facilitate, and maintain cleanliness and safety as follows:

- a. Clean and safe physical environments that are free from loose, adhered or impregnated soil, gum or debris.
- b. Floors free from spots, spills, liquids, leaks, all substances, and stains; and
- c. Proper sanitation of highly regulated service areas, such as in public restrooms and any perimeter of food serving areas.

Notwithstanding the preceding, the successful Proposer(s) shall be responsible for cleaning all liquids which have leaked through the roof and into the facilities, and that such cleaning is not considered Extra Work as described in Article 16 of Attachment D – Draft Form of Agreement.

## 2.6 AREAS OF RESPONSIBILITY AND SPECIFICATIONS

Successful Proposer(s) shall provide janitorial services as follows:

- a. Cleaning of common-use areas; including but not limited to lobbies, ticketing areas (excluding leased ticket counters), gate counters, hallways, carousels, passenger hold rooms, jet bridges, stairwells, elevators, escalators, moving walkways; restrooms (with or without the service of stationed restroom attendant); and windows, unless specifically set forth in **Exhibit 2 - Technical Specifications**.
- b. Cleaning of shadow areas surrounding the concourses such as areas between the outer walls of the terminal building and the tarmac (e.g., ramp areas, including matrices -matrix operators shall broom sweep under the matrix and push the trash toward the rail or to open areas), to include pressure washing of these areas, as specified in the Schedule for Pressure Washing Frequency in **Exhibit 2 - Technical Specifications**.
- c. Cleaning offices, lounges, and conference rooms that are not under exclusive lease to tenants.
- d. Cleaning of common-use areas such as lobbies, hallways, restrooms, stairwells, elevators, escalators, moving walkways, windows, loading bridges, public sidewalks and outside areas excluding areas under exclusive lease to tenants shall encompass all parameters and facilities from the floor to the ceiling to maintain a uniform Standard of Appearance.

The table below provides the summary of Area A, Area B, and Area C:

SUMMARY OF SQUARE FOOTAGE FOR AREA A, AREA B & AREA C				
	AREA A	AREA B	AREA C	TOTALS
	S.F.	S.F.	S.F.	S.F.
<b>Restrooms</b>	138,869	14,237	28,770	181,876
<b>Carpet</b>	1,524,804	119,741	188,752	1,833,297
<b>Terrazzo</b>	1,528,232	622,909	0	2,151,141
<b>Tile – Ceramic</b>	26,794	79,064	27,256	133,114
<b>Tile – Vinyl</b>	104,301	18,765	64,287	187,353
<b>Concrete</b>	6,333,431	4,770,112	951,621	12,055,164

Steel	134	0	225	359
Wood	350	0	0	350
Rubber	0	0	363	363
Bldg 701	0	0	27,080	27,080
MIC Total	0	198,599	0	198,599
	<b>9,656,915</b>	<b>5,823,427</b>	<b>1,288,354</b>	<b>16,570,097</b>
	<b>COUNT</b>	<b>COUNT</b>	<b>COUNT</b>	<b>TOTAL</b>
Elevators	206	38	24	268
Carousels	58	0	0	58
Escalators	182	3	0	185
Stairs	271	47	54	372
Powerwalks	82	2	0	84
Loading Bridges	143	0	0	143
Restrooms	361	62	206	629
Toilets	1,386	132	327	1,845
Urinals	443	53	132	628
Sinks	1,285	154	416	1,855
Showers	63	11	22	96

#### 2.6.1 Area A: Terminal (estimated at 9,656,915 square feet)

As set forth in **Exhibit 1 - Area Map**, the Work areas include concourses D, E F, G, H, and J of the main terminal building at MIA, including the areas of the landside, airside and terminal buildings controlled by the County; the Federal Inspection Services (FIS) (U.S. Government office areas); U.S. Customs and Border Protection (CBP) facilities; Transportation Security Administration (TSA) checkpoint and screening areas (including TSA office areas); Miami-Dade Fire Station; Tunnel Gate, common-use areas; including but not limited to lobbies, ticketing areas (excluding leased ticket counters), gate counters, hallways, carousels, restrooms, windows, elevators, escalators, and moving walkways; passenger hold rooms; loading bridges; the County's administrative offices, all other spaces assigned to the County; all spaces assigned to and occupied by the government agencies identified above; shadow areas surrounding the concourses such as areas between the outer walls of the terminal building and the tarmac (ramp areas) and unless specifically set forth in the **Exhibit 2 - Technical Specifications**, exclude areas under exclusive leases to the airlines, car rental agencies, concessionaires, the hotel, other tenants, or other areas, except those operated and controlled by the County for the common use of all MIA operators. Successful Proposer(s) shall clean all areas leading to the Sky Train doors.

#### 2.6.2 Area B (estimated at 5,823,427 square feet)

Area B Work areas shall include all non-terminal buildings and MIA properties including public parking garages, employee parking areas and garages, the maintenance complex, Taxi Lot, Uber/Lift Lot, TNC Lot Central Collection Plaza, Miami Intermodal Center (MIC), MIA Mover Station Platform, MIA Car Rental Center, MIA South East Gate Booth, the County's administrative offices, other spaces assigned to the County; Miami-Dade Police Station, and other outlying buildings.

#### 2.6.3 Area C (estimated at 1,288,354 square feet)

Area C Work areas shall include all non-terminal buildings, cargo buildings, MDAD properties, including County's administrative offices, all other spaces assigned to the County and other outlying buildings at MIA and the four (4) GAA sites.

The Services as well as the Work areas are further described in detail below. A breakdown of square footage is also provided.

##### A. Area C - Shift Assignment

Shift assignments for the Work areas are as follows:

<b>Area C- DAY SHIFT DESIGNATED AREAS</b>
<i>Services include daily cleaning of offices, common areas, and restrooms on all floors.</i>
Building 700-701-702
Building 706-707-708
Building 716 (Cargo City Building)



Building 718 (SW Gate)
Building 719 (Cargo Clearance Center)
Building 724 (USDA)
Building 727 (Waste Transfer Station)
Building 728 (Waste Transfer Station)
Building 729 (International Waste Transfer Station)
Building 803 (NW Gate)
Building 841 (General Aviation Center GAC)
Building 845 (Bldg. 100)
Building 846 (Fire Station)
Building 919 (Office Building 5A)
Building 918 (5) Office
Building 1775 (Interior Design Warehouse)
General Aviation Airports (Opa-Locka, Homestead, Kendall-Tamiami & Training and Transition Airport)
<b>Area C – AFTERNOON SHIFT DESIGNATED AREAS</b>
<i>Services include daily cleaning of offices, common areas, and restrooms on all floors.</i>
Building 700-701-702
Building 706-707-708
Building 716 (Cargo City Building)
Building 718 (SW Gate)
Building 719 (Cargo Clearance Center)
Building 724 (USDA)
Building 727 (Waste Transfer Station)
Building 728 (Waste Transfer Station)
Building 729 (International Waste Transfer Station)
Building 803 (NW Gate)
Building 841 (General Aviation Center GAC)
Building 845 (Bldg. 100)
Building 846 (Fire Station)
Building 919 (Office Building 5A)

<b>Area C– NIGHT SHIFT DESIGNATED AREAS</b>
<i>Services include daily cleaning of offices, common areas, and restrooms on all floors.</i>
Building 700-701-702
Building 706-707-708
Building 716 (Cargo City Building)
Building 718 (SW Gate)
Building 719 (Cargo Clearance Center)
Building 727 (Waste Transfer Station)
Building 728 (Waste Transfer Station)
Building 729 (International Waste Transfer Station)
Building 803 (NW Gate)

Building 841 (General Aviation Center GAC)
Building 845 (Bldg. 100)
Building 919 (Office Building 5A)

**B. Area C - Building Occupancy**

Estimated building occupancies for the Work areas are as follows:

AREA C BUILDING OCCUPANCY			
Facility	Building Number	Number of Occupants	Hours of Operation
<b>Miami International Airport</b>			
Cargo	700	400 Employees	24 hours
Cargo	701	400 Employees	24 hours
Cargo	702	300 Employees	24 hours
Cargo	706/707/708	400-500 Employees	24 hours
Stratair	716-A and 716-B	122 Employees	3:00 am – 1:00 am
Tri-Star	716-C and 716-D	100 Employ	5:00 am – 12:00 am
NAS	716-E	72 Employees	24 hours
WFS	716-F	63 Employees	24 hours
DHL	716-G, H, I, J	160 Employees	24 hours
CCC	719	500 Employees	24 hours
Office Bldg. 100	845	400-550 Employees	6:00 am to 11:00 pm
Fumigation USDA	724	5-10 Employees	6:00 am – 4:30 pm (M to F) 8:00 am – 4:00 pm (Saturday)
Waste Transfer	727, 728 and 729	9 Employees	5:00 am – 7:00 pm
GAC	841	8-12 Employees	24 hours
North Fire Station	846	13 Employee	8:00 am to 5:00 pm (M to F)
Office Bldg. 5A	919	300 Employees	7:00 am - 5:00 pm
MDAD Interior Warehouse	1775	4-5 Employees	7:00 am – 4:00 pm

Miami Opa-Locka Executive Airport			
MDAD CBP	126	3-4 Employees	9:00 am – midnight
MDAD Admin	212	10-12 Employees	24 hours
ATC Tower	100	4-6 Employees	7:00 am – 11:00pm
Miami Homestead General Aviation Airport			
MDAD Admin	6	2-4 Employees	24 hours

Kendall-Tamiami Executive Airport			
MDAD Admin	507	10-12 Employees	24 hours
MDAD CBP	506	8-10 Employees	11:00 am - 5:00 pm
Training and Transition Airport			
MDAD Admin	152	2-4 Employees	8:00am - 6:00pm

**C. Breakdown of square footage for Area C**

Miami International Airport Total Square Footage: SF 1,288,393	
<u>Area Description</u>	<u>Square Footage</u>
<b>Common Areas</b>	
Carpet	194,850
Tile – Ceramic	27,256
Tile – Vinyl	64,287
Concrete	972,642
Steel	225
Rubber	363
<b>Restrooms</b>	
Restrooms	28,770
<u>Item Description</u>	<u>Quantity</u>
Toilets	301
Urinals	118
Sinks	384
Showers	18
Elevators	35
Stairwells	71
Miami Homestead General Aviation Airport Total Square Footage: 2,208 SF	
<u>Area Description</u>	<u>Square Footage</u>
<b>Common Areas</b>	
Carpet	510
Tile – Vinyl	1,119
Concrete	339
<b>Restrooms</b>	
Restrooms	240
<u>Item Description</u>	<u>Quantity</u>
Toilets	4
Sinks	4
Showers	2

Miami Opa-Locka Executive Airport Total Square Footage: 7,200 SF	
<u>Area Description</u>	<u>Square Footage</u>
Common Areas	
Carpet	1,379
Tile – Vinyl	4,567
Restrooms	
Restrooms	1,254
<u>Item Description</u>	<u>Quantity</u>
Toilets	12
Urinals	5
Sinks	19
Showers	2
Training and Transition Airport Total Square Footage: 1,446 SF	
<u>Area Description</u>	<u>Square Footage</u>
Common Areas	
Carpet	1,326
Restrooms	
Restrooms	120
<u>Item Description</u>	<u>Quantity</u>
Toilets	3
Urinals	2
Sinks	4
Showers	2
Kendall-Tamiami Executive Airport Total Square Footage: 7,186 SF	
<u>Area Description</u>	<u>Square Footage</u>
Common Areas	
Carpet	1,664
Tile	4,261
Restrooms	
Restrooms	1,214
<u>Item Description</u>	<u>Quantity</u>
Toilets	12
Urinals	5
Sinks	19
Showers	3

## 2.7 MODIFICATION IN SITE/SERVICES/POSITIONS

- A. In addition to the designated Service areas outlined in Section 2.6 herein and **Exhibit 1 – Area Map**, MDAD reserves the right to add or remove a designated area and/or specific facility within area. In the event a designated Service area and/or specific facility is added, a quote shall be obtained from the successful Proposer(s). Upon removal of a designated area and/or specific facility, MDAD will reduce the compensation to the successful Proposer(s) by pro-rating the square footage for that designated area and/or specific facility. The square footage will be prorated if the removal of the designated area or specific facility meet the below criteria:
- i. Location is a minimum of 50 square feet and,
  - ii. Area will remain un-serviced for a minimum of 72 hours consecutively.
- B. Additions and/or deletions of Services shall be memorialized in writing through the issuance of a modification to the Contract.
- C. At MDAD's sole discretion, additional positions may be required during the term of the Contract. In the event the County deems it necessary to acquire such additional positions, compensation shall be in accordance with **Attachment C – Price Proposal Schedule**. Refer to Article 57 of the Draft Form of Agreement for additional information.

## 2.8 WORK & SERVICE STANDARDS

The successful Proposer(s) shall use its best efforts to coordinate and adjust its activities to meet the Janitorial Services Program requirements listed in **Exhibit 2 – Technical Specifications** as well as provide the highest quality of Services in a manner that does not impede, disturb, endanger, unreasonably interfere with, or delay operations and activities of operators, through its consistent provision of minimum staffing levels as identified in **Exhibit 3 – Staffing Levels**. MDAD reserves the right to modify staffing levels and assignment of positions as deemed necessary in the best interest of the County.

1. The Services provided by the successful Proposer(s) shall include, but is not limited to, supplying all labor, supervision, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, such Janitorial Services as described throughout this Solicitation. All material, workmanship, and equipment shall be subject to the inspection and approval of MDAD.
2. The successful Proposer(s) shall maintain a clean and safe physical environment that is free from loose, adhered or impregnated soil, gum or debris. Floors shall be free from spots, spills, liquids, leaks, all substances, and stains; and proper sanitation of highly regulated Service areas, such as in public restrooms.
3. The County will have the right to require the successful Proposer(s)'s personnel to perform other cleaning duties on the premises as the County deems necessary or desirable and, the successful Proposer(s) shall promptly comply with those requirements. The County may authorize minor changes or alterations in the Services not involving additional cost that are not inconsistent with the overall intent of the Contract.
4. The successful Proposer(s) shall perform both Routine and Project Cleaning as described in **Exhibit 2 – Technical Specifications**. The successful Proposer(s) shall perform all Services to the highest standard of performance recognized by custom and usage in the industry.

## 2.9 SUCCESSFUL PROPOSER(S)'S PERSONNEL

- A. The successful Proposer(s) shall abide by all County, State and Federal regulations on the wages and hours of its employees to include, but not be limited to the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- B. The County requires that all successful Proposer(s)'s personnel be security badged. Prospective personnel shall be subject to a ten (10) year background check and subject to satisfactory results, before being badged by the Department. Refer to Section 2.9.6 herein for additional information.
- C. A valid Florida driver's license is required of all personnel operating motor vehicles on roadways in or around the airport. Each of the successful Proposer(s) vehicles used in the performance of the Work shall have the successful Proposer(s)'s business name and/or logo prominently displayed on its doors.

- D. Successful Proposer(s) shall maintain a list, available to the Department upon request, showing the names, addresses and telephone numbers of all employees and the positions of said employees who perform the Work.
- E. Successful Proposer(s)'s staff shall communicate via radio equipment or cellular phones and smart restroom technology software to all appropriate parties including designated Department staff.

#### 2.9.1 STAFFING REQUIREMENTS

- A. The successful Proposer(s) shall be responsible for all staffing costs associated with performing the Work herein. The County does not warrant or guarantee that the performance of Work can be maintained with the staffing proposed by the successful Proposer(s). The successful Proposer(s) shall be solely responsible for maintaining sufficient staffing that ensures Service compliance. The successful Proposer(s) shall acknowledge that it has been given the opportunity to inspect the facilities and pertinent documents prior to entering into an agreement as a result of this Solicitation.
- B. **Exhibit 3 – Staffing Levels**, provides the minimum staffing levels which are set as a minimum requirement in this Solicitation. It is the successful Proposer(s)'s responsibility to staff accordingly to meet the performance requirements listed herein. The successful Proposer(s) may choose to include additional staffing levels to ensure all performance requirements listed herein are met.

#### 2.9.2 STAFFING POSITIONS

The successful Proposer(s) shall assign, at a minimum, the following personnel:

1. **Project Manager:** Full time-executive, qualified, and experienced person, to be responsible for overseeing and directing the Services described herein. The "Project Manager" shall be fluent in speaking, reading and writing the English language. The "Project Manager" shall be always available on site during normal business hours, during emergencies and, must attend all regularly scheduled or on-demand meetings set by MDAD. The "Project Manager" shall oversee and have overall responsibility for the Work to be carried out under any resultant Contract and as such, shall devote their time exclusively to this task. The "Project Manager" shall be available for periodic tours or inspections of the premises to be made with MDAD. The successful Proposer(s) shall be responsible for providing equal level replacement when the "Project Manager" is absent due to disability or vacation.
2. **Administrative Support:** The "Administrative Support" position shall always be available on site during normal business hours to support the operations of any resultant Contract, specifically with time sheets, parts, reports, daily operations and all other duties as required by the successful Proposer(s)'s Project Manager.
3. **Shift Supervisor:** Person holding such position shall have worked as a Custodian for a minimum of two (2) years or have the equivalent experience as well as be experienced in all phases of janitorial services including assignment of jobs and supervision of custodial personnel for maximum productivity. "Shift Supervisor" is responsible for on-the-job training of custodial personnel, the day-to-day inspection and coordination of shift cleaning efforts in their assigned facility to ensure the highest standard of performance as detailed in **Exhibit 2 - Technical Specifications, under Section II Standard of Appearance**. "Shift Supervisor" distributes chemicals and cleaning supplies to Custodians to ensure proper chemicals are used for specific tasks. They also ensure containers are properly labeled in accordance with OSHA Standards and that all Work is performed in a safe manner. Responds to janitorial calls and emergencies in a timely manner.
4. **Custodians/Restroom Custodians:** This is an entry level position, responsible for general janitorial work, including but not limited to: vacuuming of carpet, cleaning of restrooms, and maintaining restrooms fully stocked with supplies as detailed in **Exhibit 2 - Technical Specifications, under Section II Standard of Appearance**.
5. **Restroom Attendant:** Employees in this classification are permanently assigned to a specific restroom location and are required to perform continuous restroom cleaning functions to ensure the restroom is maintained always cleaned and sanitized. Responsibilities include the removal of trash, high and low dusting, cleaning and disinfecting surfaces, spot washing walls, cleaning mirrors, polishing stainless steel, restocking supplies, sweeping floors, wet mopping floors and emptying sanitary napkin receptacles.

6. **Specialist:** Employees in this classification are assigned to perform a variety of cleaning tasks including but not limited to: dusting, mopping, vacuuming, trash collection and removal, restroom and break area cleaning, carpet extraction, stripping, waxing and buffing floors and stairwells. The employee must possess the ability to operate a variety of heavy cleaning equipment including floor waxing machines, strippers, buffers, carpet cleaners and forklifts.
7. **General Cleaner:** Employees in this class are assigned to a specific area of the terminal and are responsible for performing the day-to-day periodic cleaning activities in assigned work areas. Basic responsibilities include the following tasks: policing, restroom cleaning, spot cleaning (including wall washing), trash removal, dusting, mopping, vacuuming, spot buffing, sweeping, dust mopping, carpet spotting, metal cleaning and window glass cleaning.
8. **Relief:** Employees in this class are primarily used to support the seven (7) day work week by filling in for days off. Reliefs may be assigned to work in all areas and are required to perform all custodial cleaning functions.

#### 2.9.3 **STAFF DEFICIENCIES**

- A. The successful Proposer(s) shall issue monthly and on-demand staff allocation reports to MDAD detailing all the hours provided under the resultant Contract, itemized by staff position.
- B. Staff deficiencies shall be covered by personnel with the same or higher qualification/classification, at the successful Proposer(s)'s expense.
- C. The successful Proposer(s) shall inform MDAD when they are unable to provide the final negotiated staffing levels at any time during the duration of the term of the resultant Contract. Should the successful Proposer(s) fail to correct staffing deficiencies within thirty (30) calendar days, the County may at its sole discretion deduct the assessed Liquidated Damages as further detailed in Article 15 of Attachment D - Draft Form of Agreement from the monthly fee.

#### 2.9.4 **PERSONNEL APPEARANCE STANDARDS**

All personnel shall present a clean, neat and professional appearance at all times and discharge their duties in a cooperative, safe, courteous and efficient manner. Satisfactory maintenance of these requirements shall be a standard in performance of the Work. The successful Proposer(s) shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, always while on duty, a distinctive name tag identifying the individual by name as an employee of the successful Proposer(s) and, if appropriate, displaying an employee number and/or title. The name tag must be approved by the County. The successful Proposer(s) shall also require all its personnel, except non-public contact and managerial employees, to be properly uniformed (refer to Section 2.9.5 herein).

#### 2.9.5 **UNIFORMS**

- A. All uniforms shall be submitted to the Department for approval before commencement of Work under the resultant Contract and are subject to the continuing approval by the County throughout the term of the Contract and, any extensions thereof. The successful Proposer(s) shall be specifically prohibited from utilizing any uniform style that resembles the approved uniform(s) of any other successful Proposer(s) or County staff at the Department.
- B. The uniform shall have identification insignia and a name badge of a type and style that must be approved by the Department. The successful Proposer(s)'s employees must wear only the approved uniform while on site performing the Work.
- C. Failure of the employee to wear the approved uniform in a proper manner during Work hours shall be cause for the Department to require removal of said employee from the site.
- D. Employees assigned to Work at the curbside, along the street, and on the Airport Operations Area (AOA) shall wear a reflective vest issued by the successful Proposer(s). This vest shall be worn on the outside of any other clothing and always worn by the employee while working in these areas. Such vests shall be at no additional cost to the Department.

- E. Employees assigned to work outdoors shall wear a winter jacket (when required) of a color to be approved by the Department and conforming to the identification requirements of the uniform shirts. Such jacket shall be at no additional cost to the Department.

#### 2.9.6 **RESTRICTED AREAS, IDENTIFICATION BADGES AND AOA**

All of the successful Proposer(s)'s employees requiring access to federally regulated secure areas including, but not limited to, the AOA, the FIS areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) and comply with all security rules and regulations mandated by CBP, TSA, and the Federal Aviation Administration (FAA).

The successful Proposer(s) shall request from the Department identification badges for all employees and other personnel under its management who require access to restricted areas as part of their regularly assigned duties. Successful Proposer(s) shall also be responsible for the return of the identification badges of all personnel transferred or terminated from the employment of the successful Proposer(s) or assignment and, upon expiration or termination of the resultant Contract. The Department shall have the right to require the successful Proposer(s) to conduct background investigations and to furnish certain data of such employees before the issuance of such Department identification badges, which shall include the fingerprinting of employee applicants for such badges. At the successful Proposer(s)'s expense, the fee for ID badges/background checks is approximately \$58.00 per employee at the time of this Solicitation and is subject to change.

The successful Proposer(s) shall be held responsible for any violation by its employees or other personnel under its control, of the MDAD's security program, Miami-Dade County Code of Ordinances, Chapter 25, Department Rules and Regulations, Transportation Security Administration Title 49 Code of Federal Regulation (CFR) 1520 and 1542, or Customs and Border Protection Title 19 CFR Part 122, Subpart S.

Successful Proposer(s) shall:

- a. Be responsible for their employees, including Subcontractors and their employees, and material suppliers.
- b. Be responsible for any fine levied against the Department caused by the successful Proposer(s)'s employees' conduct.
- c. The successful Proposer(s) shall promptly report to the Department the names of all persons who were employed by the successful Proposer(s) from whom they were unable to obtain the return of Department issued identification badges. If an identification badge is not returned, the successful Proposer(s) shall pay, from its own funds, the Department's established charge for lost or stolen identification badges as follows: A non-refundable fee of \$75.00 will be assessed for the first replacement and \$100.00 for the second replacement within twenty-four (24) months of original issuance. Replacements will not be issued for a third (3<sup>rd</sup>) time within twenty-four (24) months of original issuance. Fees must be paid to the MDAD Security Credentialing Section before replacement ID badges are issued. Furthermore, a replacement ID badge may only be issued if declared in writing that the ID badge has been lost, stolen, or destroyed. ID badges are the property of MDAD; therefore, ID badges must be immediately returned to MDAD Credentialing Section at the end of personnel employment, upon receiving notification from MDAD that the ID badge is being revoked, and/or Contract expiration or termination. The MDAD ID Office will issue a receipt as proof of ID badge return. Failure to comply within twenty-four (24) hours will be in direct violation of the Airport Security Program (ASP), and subject to a potential \$10,000 Civil Penalty Fine assessed by TSA under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.
- d. **Federal Agencies Right to Consent:** The successful Proposer(s) shall understand and agree that all persons entering and working in or around arriving international aircrafts and facilities used by the various FIS agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies (refer to Article 39 of Attachment D – Draft Form of Agreement). Persons not approved or consented to by FIS agencies may not be employed by the successful Proposer(s) at MIA or GAAs.

#### 2.9.7 **KEYS**

- A. Prior to commencement of Work under this Agreement, the Department will issue the successful Proposer(s) keys needed to accomplish the Work, exclusive of keys for access to federally restricted areas.



- B. Successful Proposer(s) shall be always responsible for security of such keys and shall:
1. Not permit keys to be taken off property.
  2. Keep keys not in use in a locked box.
  3. Restrict access to keys to essential personnel only; and
  4. Maintain a key inventory and perform audits of the issuance of keys as directed by County or Federal Agencies.
- C. The Department will have the right to determine which of the successful Proposer(s)'s employees shall service MDAD-controlled sensitive areas within MIA and GAAs complex.
- D. Successful Proposer(s) shall promptly report any lost or missing keys to the Department and shall be responsible for all costs to install new locks or to replace keys.

#### **2.9.8 RELATIONSHIP OF PARTIES**

Officers, agents, and employees of the successful Proposer(s) shall not be deemed to be employees of the County for any purpose whatsoever nor shall officers, agents and employees of the successful Proposer(s) be deemed to be third party beneficiaries of the resultant Contract.

#### **2.9.9 ALCOHOL AND DRUG TESTING**

The successful Proposer(s) shall acknowledge that the County, as a public agency, has the obligation to establish a drug free workplace and to establish policies and programs to ensure safety and security. The successful Proposer(s) shall also acknowledge that the Department, on behalf of the County, has the right to require users of MIA and GAAs (Lessees, Permittee, Licensee, Management Companies, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the successful Proposer(s) shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at MIA and GAAs and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty, may be under the influence of alcohol or drugs. Further, to the extent permitted by law/and or Contract, the successful Proposer(s) shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to other provisions of the resultant Contract t, to operate any type or kind of vehicle on the AOA. The successful Proposer(s) shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s), which may serve as a bar to the successful Proposer(s)'s implementation of its obligation under the Agreement. Notwithstanding the above, the successful Proposer(s) specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs. The successful Proposer(s) shall maintain a drug-free workplace within the meaning of the Drug-Free Workplace Act. Successful Proposer(s)'s employees shall be subject to drug testing by the successful Proposer(s), upon reasonable suspicion of drug use.

#### **2.9.10 PARKING**

Parking for the successful Proposer(s), its staff and any Subcontractors shall be provided at the expense of the successful Proposer(s). Current parking fees per decal are as follows and are subject to change at the discretion of the County:

- i. Four (4) months – Fee of \$120
- ii. Eight (8) months – Fee of \$240
- iii. Twelve (12) months – Fee of \$360

#### **2.10 LOST AND FOUND POLICY**

All items of value found by the successful Proposer(s) personnel or any Subcontractor during the performance of duties under the resultant Contract shall be immediately turned into the Department's Lost and Found Office, located on the fourth (4th) floor of MIA Terminal D. The successful Proposer(s) shall be responsible for ensuring these policies are thoroughly understood by each employee and strictly enforced at all times.

**2.11 PROTECTION OF PHYSICAL PROPERTY**

The successful Proposer(s) shall employ procedures that protect and enhance physical surfaces to achieve their expected or specified look. The successful Proposer(s) shall be responsible for costs associated with repair of damages caused by the successful Proposer(s) or Subcontractor personnel through abuse, neglect, or misuse of equipment or supplies, considered other than normal wear and tear. The successful Proposer(s) shall be responsible for claims to repair or replace physical property because of the actions of its staff or those of its Subcontractor that result in damage to physical property.

**A. REPAIR OF DAMAGE**

The successful Proposer(s) shall repair all damage to the facilities that may be caused by any of its employees, its actions, or omissions. Repairs must return the facility to "like new" conditions, matching adjacent areas. Repairs will be subject to approval of MDAD. The successful Proposer(s) shall complete said repairs within seven (7) days of receipt of a written letter. Upon failure of the successful Proposer(s) to comply, MDAD shall have the authority to complete the repair by other means, including the use of a third party at the expense of the successful Proposer(s) or claims against the successful Proposer(s)'s insurance policy. The costs of the action taken by MDAD to remedy the damage as determined by MDAD shall be deducted from any monies due or to become due to the successful Proposer(s) under resultant Contract.

**2.12 INJURY OR DAMAGE REPORTING**

- A. The successful Proposer(s) shall promptly notify the Department of any incidents or accidents arising out of the performance of this Contract involving property damage or injury. Notice must include an assessment of any damage or injury which may result from such action.
- B. The successful Proposer(s)'s personnel shall immediately report all accidents or incidents to the Department's Operations Control Room, and shall, within 24 hours, complete any forms required by MDAD to document and describe the incident or accident.
- C. Unusual or catastrophic events involving personnel or equipment shall be followed by a written report to MDAD detailing the circumstances surrounding the event and the actions taken or to be taken by the successful Proposer(s), within twenty-four (24) hours.
- D. The successful Proposer(s) shall be responsible for all claims arising out of any such incident or accident as provided Attachment D – Draft Form of Agreement.

**2.13 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. The successful Proposer(s) performing Services under the resultant Contract shall conform to all relevant Occupational Safety and Health Administration (OSHA), State and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Proposer(s). Barricades shall be provided by the successful Proposer(s) when Services are performed in areas traversed by persons, or when deemed necessary by MDAD.

**2.14 HOURS OF OPERATIONS**

Unless specified in Section 2.6 of this Solicitation, the successful Proposer(s) shall be responsible for services and timely response to emergency and non-emergency conditions, 24 hours a day, 7 days a week. Successful Proposer(s) shall perform the Work in shifts of 8-hour time frames within a 24-hour period, as described below:

<b>Day Shift:</b>	Daily work period from 6:00 AM to 2:30 PM
<b>Afternoon Shift:</b>	Daily work period from 2:00 PM to 10:30 PM
<b>Night Shift:</b>	Daily work period from 10:00 PM to 6:30 AM

**2.15 LIGHT MAINTENANCE**

The successful Proposer(s) shall provide fully qualified maintenance worker(s) to complete restroom inspections and maintenance repairs on the night shift but may be done on the day or afternoon shifts at the sole discretion of the County's Project Manager. Restrooms shall be fully clean and operational at the end of the maintenance worker(s)'s shift. The successful Proposer(s) shall fully document daily, all maintenance and repair work accomplished, and all parts used. Personnel in this maintenance worker position are responsible for maintenance, replacement, and repairs shall include but not be limited to: day-to-day repairs including but not limited to changing light bulbs, removal of graffiti, repairs and adjustments to doors, locks, coat hangers, paper towel dispensers, napkin dispensers, toilet paper dispensers, partitions, sinks, toilet seats, soap dispensers,

opening clogged drains, repairing traps and wash bowls, and other items as noted. The successful Proposer(s) must notify the Department by creating a Work Order in EAMS (system used by the MDAD Work Order Center which is responsible for logging and distributing requests for janitorial and maintenance services). The successful Proposer(s) shall complete and document each facility and restroom inspection evaluation form at the end of each shift or duty period. These reports shall be always available for review by the Department.

## 2.16 **POLICY AND PROCEDURES MANUALS**

The successful Proposer(s) shall develop policy and procedures manuals. Said manuals shall be submitted to the Department for its review and approval, and shall become the property of the County, as necessary and appropriate to govern the operations hereunder. Such manuals, without limiting the scope thereof, shall cover, at a minimum, the following:

- A. All policies and procedures manuals related to operations requirements, back office support, integration with the successful Proposer(s)'s corporate systems and procedures, chemical and material specifications and requirements, cleaning standards, safety programs, security and restricted access control, quality assurance, drug-free workplace policy, equal employment opportunity and diversified workplace program, tips and gratuities, lost and found, and other programs or policies required to faithfully execute these Services;
- B. Training Programs per Section 2.17 herein; and
- C. Receiving and Inventory procedures.

## 2.17 **TRAINING PROGRAMS**

The successful Proposer(s) shall establish, provide, administer, and maintain effective training programs (as described below) which shall be approved by the Department. The successful Proposer(s), subject to approval by the County, may revise the training programs, following prior written notice specifying the details of the changes, which the successful Proposer(s) deems necessary to maintain an effective level of quality control.

Successful Proposer(s) shall maintain, as part of the employee's personnel records, a log of trainings attended. Each employee shall complete an initial training program and, at a minimum, complete annual refresher training on the duties, responsibilities, and technical aspects of the job requirements. The log shall show, at a minimum, employee's name, date of employment, and the type and date of each training class attended. Successful Proposer(s) shall keep accurate records of each employee's initial, retraining, and on-going training. A transcript of training records shall be made available to the County upon request.

Training program should include the following subjects:

### 2.17.1 **QUALITY CONTROL PROGRAM**

Covering the following competencies:

- i. General orientation areas of responsibility.
- ii. Quality performance standards.
- iii. Testing methods and procedures; and
- iv. Investigation and reporting.

### 2.17.2 **SAFETY PROGRAM**

Covering the following competencies:

- i. General orientation areas of responsibility.
- ii. Chemical usage and availability of Material Safety Data Sheets (MSDS) and how to use them.
- iii. Safe operation of tools
- iv. Safety issues, compliance with OSHA Act of 1970; and
- v. Blood-borne pathogen safety program.

### 2.17.3 **RECYCLING PROGRAM AND ENVIRONMENTAL COMPLIANCE**

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

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

Should a Recycling Program be implemented, the successful Proposer(s) shall at no additional cost to the County:

- A. Support such program by ensuring that all its employees are trained on how to identify recyclable products, and how such products must be placed in the appropriate recycling containers or balers.
- B. Be required to collect, sort, and package recyclable products or materials in coordination with the County's Project Manager.

#### **2.17.4 HUMAN RESOURCES PROGRAM**

Covering the following competencies:

- i. General orientation areas of responsibility.
- ii. Promotion and management of a diversified work force.
- iii. Promotion of workplace fairness and equal opportunity.
- iv. Prevention and awareness of sexual harassment; and
- v. Establishment of employee motivation via tangible programs and career development opportunities.

#### **2.17.5 CUSTOMER SERVICE TRAINING**

The successful Proposer(s) shall:

- a) Coordinate and implement regular employee customer service training programs, to include employees from Concessionaire. The successful Proposer(s) shall submit its Customer Service Training Program within thirty (30) days of execution of resultant Contract, for the Department's review and approval.
  - 1. Customer service training shall be administered to all personnel having public contact using corporate developed programs on an ongoing basis. The Customer Service Program shall include the following competencies:
    - i. Courtesy policies governing the treatment of the public and the handling of complaints.
    - ii. Communication.
    - iii. Protocol to address customer feedback, including complaints.
    - iv. Testing methods and procedures; and
    - v. Investigation and reporting.
- b) Participate in any customer service program implemented by the Department.
  - 1. To support MIA's commitment to world-class customer service, a program was created with the Greater Miami Convention & Visitors Bureau (GMCVB) to enhance the customer service skills of MIA employees and vendors. MIA vendors who interact directly with the public (passengers, customers, etc.) shall be required to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the GMCVB, through Miami Dade College School of Continuing Education & Professional Development (details can be made available by contacting 305-237-7494 or at npineda@mdc.edu). This service is provided at no cost to the successful Proposer(s).

#### **2.17.6 AIRFIELD OPERATIONS AREA DRIVER TRAINING**

Before the successful Proposer(s) shall permit any employee and any Subcontractor to operate a motor vehicle on the Airfield Operations Area (AOA), the successful Proposer(s) shall require such employee to have a current valid, appropriate Florida Driver's License and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. AOA Driver Training Course shall be provided at the expense of the successful Proposer(s). Current AOA Driver Training Course fee is \$15.00 and is subject to change at the discretion of the County.

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

At any time during the term of the resultant Contract and, any extensions thereof, at the County's sole discretion, the successful Proposer(s)'s training programs are not effective in that some or all of the Services provided by the successful Proposer(s) fail to conform to the Department's cleanliness standards, the Department, at its sole discretion and in addition to any other remedies that may be provided under the resultant Contract, may require the successful Proposer(s) to suspend any part or all of its operations hereunder until successful Proposer(s) takes appropriate corrective action.

**2.18 INSPECTIONS AND MONITORING**

- A. The Department will conduct audits utilizing the data collected from the smart restroom solution to inspect and evaluate the quality of the successful Proposer(s)'s Work performance. The Department will inspect to confirm that the successful Proposer(s)'s Work complies with the requirements set forth in the resultant Contract.
- B. The Department, either directly or through a third party, shall have the right to examine the Work, materials and equipment used by the successful Proposer(s) and to observe the operations of the successful Proposer(s), its agents, and employees.
- C. In the event the Department requests or conducts inspections or tests directly or through a third party, the successful Proposer(s) shall immediately correct any life-safety issues and correct or respond in writing to all comments or recommendations within thirty (30) days of receipt of the written inspection or test report. If the successful Proposer(s) does not agree with the findings of the Department or independent third party, the successful Proposer(s) shall provide specific evidence to substantiate its disagreement.
- D. The Department will monitor the proposed smart restroom solution to track the successful Proposer(s)'s performance through customer feedback ratings of facility cleanliness and customer service. Said customer feedback ratings may be utilized to evaluate liquidated damages for non-performance. See Section 2.19 herein for additional information.
- E. The purpose of the inspections is to monitor the successful Proposer(s)'s performance with respect to the objective of maintaining a clean and safe environment for the MIA and GAA patrons and tenants. The Department intends for the inspection process to be a collaborative effort between the Department and the successful Proposer(s). The successful Proposer(s) shall be encouraged to make available its management or supervisory personnel in conducting inspections, however, the Department reserves the right to make inspections as it determines are required to monitor the Work under the resultant Contract. Inspections will be conducted at any time and on any shift.

**2.19 LIQUIDATED DAMAGES**

All Work performed and all materials furnished shall be in conformity with the resultant Contract requirements. In the event the County determines that the Services performed or materials furnished by the successful Proposer(s) are defective, not in conformity with the Contract requirements, or have resulted in an inferior or unsatisfactory level of service, assessments of nonconformance/non-performance will be enforced as described in Article 15, Liquidated Damages in Attachment D – Draft Form of Agreement.

**2.20 JANITORIAL COMMODITIES**

The successful Proposer(s) shall provide and maintain a sufficient supply of cleaning chemicals, materials and supplies, and provide all furnishings, fixtures and equipment required to perform the services as outlined throughout this Solicitation and in **Exhibit 2 - Technical Specifications** included therein. The Department reserves the right to specify the types, quality and/or chemical compositions. The successful Proposer(s) shall be required to modify or change any equipment as recommended or required by insurance companies or government authorities at no cost to the County.

The successful Proposer(s) shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances, or other losses of property from inventory. The successful Proposer(s), throughout the term of the resultant Contract and any extensions, shall maintain a sufficient inventory and up-to-date inventory tracking of all cleaning chemicals, materials, supplies, furnishings, fixtures, and equipment, and promptly advise the Department, in writing, of all variances, as per Section 2.20.2 herein.

**2.20.1 CLEANING CHEMICALS**

- A. Successful Proposer(s) shall be responsible for providing and maintaining an adequate supply of cleaning chemicals necessary to complete the Work.
- B. All cleaning products used in performance of the Work shall meet the **Exhibit 2 - Technical Specifications** included therein and shall conform to and be used in strict compliance with all federal, state and local environmental and safety laws and regulations.
- C. All approved cleaning chemicals shall have:

1. A label which contains instructions for use and antidotes for misuse.
  2. A Material Safety Data sheet on file and accessible to the Department and successful Proposer(s)'s employees.
- D. Successful Proposer(s) shall be restricted from use of chemicals containing ammonia, chlorine, bleach or powdered abrasive cleaners without permission from the County.

#### **2.20.2 MATERIALS, EQUIPMENT AND SUPPLIES**

Materials, equipment, and supplies required for the accomplishment of the Work shall be furnished by successful Proposer(s) at their expense. At a minimum, the materials, equipment, and supplies used for the Work shall conform to the requirements of **Exhibit 2 - Technical Specifications** included therein. Unless otherwise specified, all materials, equipment, and supplies utilized at the inception of the resultant Contract must be new. Any materials, equipment, and supplies or assembly that does not conform to the requirements of the resultant Contract shall be considered unacceptable and shall be rejected. The successful Proposer(s) shall remove any rejected materials, equipment, supplies or assembly from the Work site, unless otherwise instructed by the Department.

The successful Proposer(s) shall adhere to the following requirements:

- A. Furnish all equipment, tools, materials, and supplies, including but not limited to, toilet tissue, toilet seat covers, colored transparent plastic liners, paper towels, and hand soap. Minimum specifications for certain items are listed in **Exhibit 2 - Technical Specifications** included therein.
- B. Submit to the Department thirty (30) days prior to the execution of the resultant Contract, a complete list of cleaning materials, supplies, and equipment to be used by the successful Proposer(s). The list must show generic type, brand name, model number (if applicable), product name (if applicable), and catalog number. In the case of cleaning chemicals, a copy of the Material Safety Data Sheet must be provided.
- C. Maintain an emergency standby supply inventory on site. This inventory is in addition to any day-to-day inventories required to service the result Contract and shall be subject to "no notice" audits and verification by the County at any time. Successful Proposer(s) shall be assessed a fee as described in Article 15 of Attachment D – Draft Form of Agreement for failure to always maintain the emergency standby supply inventory.
- D. Purchase new equipment at inception of resultant Contract and shall be maintained in good, clean, totally functional operating condition at all times throughout the term of the resultant Contract and any extensions. The County shall periodically complete an evaluation of all other equipment. Any equipment judged as unsatisfactory shall be replaced by the successful Proposer(s) at the successful Proposer(s)'s expense. Successful Proposer(s) shall be assessed a fee as described in Article 15 of Attachment D – Draft Form of Agreement for failing to maintain equipment on-site in specified quantities and condition.
- E. Be responsible for the safety of its employees, MIA and GAA employees, the public, and the protection of property regarding any claims related to the equipment and supplies furnished under the terms of the resultant Contract.

#### **2.21 EMERGENCY SERVICES**

The successful Proposer(s) shall provide the County with emergency Services, upon request. Emergency response time shall be within thirty (30) minutes after verbal or written notification, by MDAD. In instances of emergencies, the successful Proposer(s) shall perform the necessary Work to correct the issue, however, the successful Proposer(s) shall immediately report all emergency services in writing to the MDAD Project Manager. Notification must include before and after photographs of the incidents. Timely response to emergency conditions, 24 hours a day, 7 days a week, shall involve the coordination and deployment of successful Proposer(s)'s staff and equipment to maintain facility operations and protect the safety of the public and MIA and GAA personnel and, shall be required at all times and in all specified areas within the Area.

No additional cost shall be charged to the County for the diversion of personnel from their normal Work to the emergency work; however, the successful Proposer(s) will not be penalized if normal Work has been impacted. Under emergency conditions, personnel normally assigned to one (1) location can be temporarily assigned to another location. When the employees are no longer needed for the emergency Work, they shall be directed by the successful Proposer to return to their normal Work.

- A. **Water Damage** - In case of any emergency condition involving water leakage or flooding in a building or other occurrences requiring immediate correction, or what is of such magnitude that it cannot be addressed with its normal workforce, the successful Proposer(s) shall coordinate with the County's project manager to perform the Services no later than two (2) hours after emergency has been reported.

The County may pay for equipment rental and any specialized products used to mitigate the specific emergency that are not normally used during the day-to-day Services provided. MDAD will determine what products and/or equipment are necessary that fall outside of the standard required for day-to-day Services.

#### **2.22 BIO-HAZARDOUS WASTE DISPOSAL**

The successful Proposer(s) shall be required, as part of its routine daily Work, to clean, disinfect, decontaminate, and dispose of potentially infectious blood borne pathogen.

#### **2.23 RIGHT OF FIRST REFUSAL OF EMPLOYMENT**

The successful Proposer(s) and its Subcontractors shall, except as otherwise provided herein, in good faith, offer employees employed under the predecessor janitorial contracts whose employment will be terminated due to the resultant Contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under the resultant Contract, in positions for which employees are qualified.

#### **2.24 TRANSITION PERIOD**

It is in the County's best interests to ensure that MDAD's operations are not interrupted or hindered by changes in its workforce. As such, successful Proposer(s) shall provide a Transition Plan, including a transition schedule commencing post resultant Contract award with specific tasks and timelines. The successful Proposer(s) shall work closely and cooperate with MDAD and the existing Contractor to ensure seamless transition of the Services. The successful Proposer(s) shall also describe how it plans to start operations with a smooth transition of work from the existing Contractor. The Transition Plan will be reviewed and finalized upon MDAD's approval.

#### **2.25 PAYMENT SCHEDULE**

The Proposer(s) shall propose fees for the Services within **Attachment C - Price Proposal Schedule**. Fees for Services shall be provided as annual lump sum not to exceed amounts, inclusive of all fees, including but not limited to, labor, overhead, indirect costs, equipment, materials, consumables and expenses.

As a condition of award and, at the County's request prior to award, successful Proposer(s) shall provide a price breakdown by percentage for all quoted prices for the purpose of future price adjustments in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price). See Articles 8 and 9 of Attachment D – Draft Form of Agreement for additional information.

#### **2.26 INVOICING**

On the first (1<sup>st</sup>) day of each month, unless otherwise authorized by MDAD, the successful Proposer(s) shall submit to the Department's representative for review, an invoice for the Services performed during the previous month that shall be reviewed in conjunction with the inspection reports and/or any resulting "service defects" for that month as described in Article 15 – Liquidated Damages, of the Draft Form of Agreement. MDAD will verify the accuracy of the invoice as submitted, and subsequent to verification, will issue payment to the successful Proposer(s) in the verified amount.

#### **2.27 SUBCONTRACTOR USAGE**

The successful Proposer(s) shall be permitted to use Subcontractors, with prior approval from MDAD. All Subcontractors are required to obtain MDAD Security Clearance prior to commencement of Work, which shall remain the responsibility of the successful Proposer(s).

1. The successful Proposer(s)'s right to subcontract shall be governed by the provisions of the resultant Contract as described herein.
2. The successful Proposer(s) shall be fully responsible to MDAD for the acts and omissions of a Subcontractor and of its personnel, as the successful Proposer(s) is/are responsible for acts and omissions of persons directly employed by it.

### **3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.

**Recorded eSupplier Workshop**

[https://www.miamidade.gov/global/news-item.page?Mduid\\_news=news1652724628268780](https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780)

Password: q37%t+pG

**Submit a Bid Job Aid**

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

**4.0 EVALUATION PROCESS****4.1 Review of Proposals for Responsiveness**

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

**4.2 Evaluation Criteria**

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank Proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee Member.

The Competitive Selection Committee will evaluate and recommend a Proposer for award of each Area in the following order:

1. Area A - The highest ranked Proposer will be recommended for award and will be ineligible to be recommended for award of Area B and/or Area C.
2. Area B - The highest ranked Proposer of the remaining Proposers will be recommended for award and will be ineligible to be recommended for award of Area C.
3. Area C - The highest ranked Proposer of the remaining Proposers will be recommended for award.

EVALUATION CRITERIA	
TECHNICAL CRITERIA (Attachment A)	POINTS
Proposer's Experience, Qualifications, and Past Performance	250
Proposer's Key Personnel and Subcontractors Experience, Qualifications, and Past Performance	150
Proposed Approach to Providing Services, including Smart Restroom Technology Software, Staffing Structure and Work Plan	250
Proposer's Quality Assurance and Training Programs	100



Small and local business utilization and project labor requirements	50
Proposer's Transition Plan	50
<b>TOTAL TECHNICAL CRITERIA POINTS</b>	<b>850</b>
<b>PRICE CRITERIA (Attachment C)</b>	
Proposer's Proposed Price for Janitorial Services: Area A, B and Area C	150
<b>TOTAL MAXIMUM EVALUATION POINTS*</b>	<b>1000</b>
*Includes the combined total Technical Criteria Points and Price Proposal Evaluation Points	

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

Additionally, pursuant to County Resolution No. [R-62-22](#), the Competitive Selection Committee shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### 4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: [Sbdcert@miamidade.gov](mailto:Sbdcert@miamidade.gov).

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint

Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR

A Selection Factor is not applicable to this Solicitation.

OR

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked Proposals that are substantially equal and only one of the two so ranked Proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### **4.6 Price Evaluation**

The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee (or Review Team) will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The Competitive Selection Committee will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Competitive Selection Committee Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Competitive Selection Committee pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

#### 4.9 **Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final. In addition, in the event a protest is received for any of the Areas, the County will move forward with awarding the Area(s) that are not protested.

#### 4.10 **Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee shall be deemed waived by the protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) workdays of receipt of notification of the Competitive Selection Committee Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

### 5.0 TERMS AND CONDITIONS

The County's **Draft Form of Agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### a) **Supplier/Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

#### b) **Insurance Requirements**

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. Refer to Article 12 of Attachment D – Draft Form of Agreement for additional information.

#### c) **Inspector General Reviews**

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one

quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable. Refer to Article 37 of Attachment D – Draft Form of Agreement for additional information.

**d) Living Wage**

The provisions of Section 2-8.9 of the Code of Miami-Dade County (Code), as amended by Ordinance [Governing Legislation], apply to this contract. Refer to Article 8 of Attachment D – Draft Form of Agreement for additional information.

**e) Performance and Payment Bond**

In accordance with Article 13 of Attachment D – Draft Form of Agreement, the Contractor shall provide the County within thirty (30) business days of the Contract Effective date, a Performance and Payment Bond in an amount equal to twenty-five percent (25%) of the Contractor's annual compensation for the service, plus any state sales taxes as may be applicable and required by law. The Performance and Payment Bond Form will be supplied by MDAD and shall be the only acceptable form for these bonds. No other form will be accepted.

## 6.0 ATTACHMENTS

**6.1 Attachments:**

Attachment A – Proposer Information  
Attachment B – Certificate of Assurance Affidavit (COA) or Schedule of Participation and Letter of Intent  
Attachment C – Price Proposal Schedule  
Attachment D – Draft Form of Agreement

**6.2 Exhibits:**

Exhibit 1 – Area Map  
Exhibit 2 – Technical Specifications  
Exhibit 3 – Staffing Levels

**6.3 Web Forms:**

Proposer Submittal Form  
Subcontracting Form  
Lobbyist Registration Affidavit (for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions)  
Contractor Due Diligence Affidavit  
Exhibit A – Common Carrier or Contracted Carrier (as applicable)

Note: **Proposal Submission Package** includes Attachment A, Attachment B, Attachment C and Web Forms.

**ATTACHMENT A - PROPOSER INFORMATION**

Nothing in this Solicitation shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

**Proposer's Experience, Qualifications and Past Performance**

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21.

The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
4. Provide any Smart Restroom Solution(s) your firm has implemented across other airports or commercial spaces similar in size. Describe the solution capabilities. Provide any available customer or end user feedback on the performance of your solution as well as customer posture toward solution.
5. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

**Key Personnel and Subcontractors Experience, Qualifications and Past Performance**

6. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
7. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.

8. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

#### **Proposed Approach to Providing the Services including Staffing Structure and Work Plan**

9. Describe in detail, Proposer's approach to providing the services, given the conditions and operations present in Area A, B, and C and the performance requirements of the Technical Specifications. Proposer must also discuss its ability to provide a janitorial program that meets the requirements of the County, as outlined in the Scope of Services and as further detailed in the Technical Specifications. Additionally, Proposer must specifically provide a detailed Work Plan including, but not limited to:
  - a) Proposer's approach to providing high quality service to facilities (i.e., restrooms) with high traffic, including the use of attendants or other unique methods to ensure high performance;
  - b) Employment policies and procedures, including documentation on employee hiring, development, training, evaluation process and promotional opportunities.
  - c) Proposed supply levels for cleaning chemicals, materials and supplies, and all furnishings, fixtures and equipment required to perform the services;
  - d) Plans to interview and/or hire incumbent Contractor's employees, including examples of any establishments where this policy of hiring local and/or incumbent contractor's employees has been implemented;
  - e) Quarterly equipment inventory report identifying location of the equipment;
  - f) List of specific reports and deliverables;
  - g) Job classification descriptions of any and all positions to perform janitorial services;
  - h) Equitable wage/benefit determination practices;
  - i) Assessment and reporting of any property damage or personnel injury arising from performance of Janitorial Services and claims processing management;
  - j) Measurable and quantifiable goals and objectives.
10. Describe Proposer's specific project plan and procedures to be used to provide, facilitate, and maintain cleanliness and safety in the delivery of services itemized in the Scope of Services.
11. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project. Provide proposed staffing levels for each area and contingency plan on mitigating staff deficiencies while maintaining Work and Services standards.
12. Describe the firm's ability to manage and perform light maintenance for day-to-day operations.
13. Describe your firm's approach/solution to:
  - a) Staffing issues in regard to breakroom availability/distance between breakrooms.
  - b) Shift change and maintaining continuity of services.
  - c) Staffing levels for night shifts and continuity of services.

- d) Cleaning equipment maintenance replacement and replenishment. Further, detail how your firm determines adequate number of machines required for cleaning areas.
- e) Retention and recruitment efforts.
- f) Hurricane preparation plan.
- g) Storage limitations and emergency staging during declared emergencies.
- h) Managing high traffic passenger areas that are occupied.

Provide a detailed description of the Smart Restroom Solution proposed as described in Section 2.18 of the Solicitation. Provide system requirements and solution capabilities specifically for MDAD Janitorial Services staff as well as passengers and operators.

- 14. Describe what innovative technology (ies), if any, will be utilized in the provision of services under this contract to minimize environmental impacts.
- 15. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.

#### **Proposer's Quality Assurance and Training Programs**

- 16. Proposers shall provide and describe in detail, and use representative examples of procedures used, including quality control, safety, customer service, and recycling programs. Proposer must describe standards and methods that address the work to be performed under the Agreement, including the following:
  - a) General orientation areas of responsibility;
  - b) Procedures, performance standards, inspection methods, remedial action and retraining programs;
  - c) Chemical usage and availability of Material Safety Data Sheets (MSDS), including how to use said chemicals;
  - d) Tools and equipment, operation and safety;
  - e) Protection and safety of the people who use the facilities;
  - f) Inspection, detection and correction of unsafe working conditions;
  - g) Compliance with Federal and State OSHA requirements; Green Seal Standards; and compliance with all federal security mandates, including but not limited to, FAA, CBP and TSA regulations;
  - h) Blood-borne pathogen safety program;
  - i) Customer service training, including effective customer service training for all personnel having public contact using corporate developed programs on an ongoing basis; and
  - j) All human resources programs that demonstrate the Proposer's ability to promote and manage a diversified work force, promote workplace fairness and equal opportunity, prevent sexual harassment, and establish and enhance employee motivation via tangible programs and career development opportunities.

#### **Proposer's Transition Plan**

- 17. Proposer shall provide a Transition Plan, including a transition schedule commencing post Contract award with specific tasks and timelines. The Proposer shall also describe how it plans to start operations with a smooth transition of work from the incumbent contractor. The Transition Plan must allow time for:
  - a) Providing equipment and supplies;
  - b) Obtaining ID badges and security training;
  - c) Issuance of necessary keys; and
  - d) Orientation and site tours.

**Small and Local Business Utilization and Project Labor Requirements**

18. Describe Proposer's plan to provide equal access to small, local, diverse, and disadvantaged business to increase participation in sourcing goods and services for the resultant contract. Proposers shall describe its direct efforts to develop subcontracting diversity initiatives to increase participation in contracting opportunities required to exceed the minimum goal in accordance with Section 1.11, Contract Measures. Proposers shall identify proposed SBEs in their proposal, including contract value. Additionally, Proposers will be obligated to complete the County's Business Management Workforce System as prescribed by Attachment XX, *Certificate of Assurance Form*, such that all SBE's proposed are entered into the system.
19. Describe Proposer's plan to provide job placement and training opportunities to the County's residents on the resultant contract.
  - a) Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include: Details on providing safe and accessible working conditions to all employees assigned to the resultant contract.
  - b) Proposed wage structure and benefits for the Proposer's employees performing services on the resultant contract and how this wage structure exceeds any minimum wages stipulated in applicable law, including living wage or responsible wages ordinances;
  - c) Describe in detail Proposer's plan to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities under the resultant contract.

**Exceptions**

20. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.



**ATTACHMENT C1 – PRICE PROPOSAL SCHEDULE  
(AREA A)**

INSTRUCTIONS: The Proposer's price shall be submitted on this Attachment C1 - Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

**A. PROPOSED PRICING:**

The pricing provided below shall encompass all costs to complete all work as described in this Solicitation. Prices shall be provided as annual lump sum not to exceed amounts, inclusive of all fees, including but not limited to, labor, overhead, indirect costs, equipment, materials, consumables and expenses.

Area A (estimated at 9,656,915 square feet)	Total Price Year 1
	\$

As a condition of award and at the County's request prior to award, Proposer shall provide a price breakdown by percentage for all above quoted prices for the purpose of future price adjustments after Year 1 in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price). See Articles 8 and 9 of Attachment D – Draft Form of Agreement for additional information.

**B. ADDITIONAL POSITIONS:**

**Hourly Rates by Classification for Additional Positions**

Additional positions may be required during the term of the resultant contract as specified in Section 2.9.2 of the solicitation. The Proposer shall state hourly rates by job classifications for providing work on this contract.

Classification	Rate Per Hour
Project Manager	\$
Administrative Support	\$
Shift Supervisor	\$
Custodian/Restroom Custodian	\$
Restroom Attendant	\$
Specialist	\$
General Cleaner	\$
Relief	\$

**Notes:**

- Section A will be used to determine the price points for the price criteria as indicated in Section 4.2 of this Solicitation.
- Section B will be used for informational purposes only at this time and will not be scored.
- Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
- Proposer's proposed prices and rates shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

Commented [WM(1)]: MDAD please advise/edit as needed.

Commented [CM(2R1)]: Done

**ATTACHMENT C2 – PRICE PROPOSAL SCHEDULE  
(AREA B)**

INSTRUCTIONS: The Proposer's price shall be submitted on this Attachment C2 - Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

**A. PROPOSED PRICING:**

The pricing provided below shall encompass all costs to complete all work as described in this Solicitation. Prices shall be provided as annual lump sum not to exceed amounts, inclusive of all fees, including but not limited to, labor, overhead, indirect costs, equipment, materials, consumables and expenses.

Area B (estimated at 5,823,427 square feet)	Total Price Year 1
	\$

As a condition of award and at the County's request prior to award, Proposer shall provide a price breakdown by percentage for all above quoted prices for the purpose of future price adjustments after Year 1 in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price). See Articles 8 and 9 of Attachment D – Draft Form of Agreement for additional information.

**B. ADDITIONAL POSITIONS:**

**Hourly Rates by Classification for Additional Positions**

Additional positions may be required during the term of the resultant contract as specified in Section 2.9.2 of the solicitation. The Proposer shall state hourly rates by job classifications for providing work on this contract.

Classification	Rate Per Hour
Project Manager	\$
Administrative Support	\$
Shift Supervisor	\$
Custodian/Restroom Custodian	\$
Restroom Attendant	\$
Specialist	\$
General Cleaner	\$
Relief	\$

**Notes:**

- Section A will be used to determine the price points for the price criteria as indicated in Section 4.2 of this Solicitation.
- Section B will be used for informational purposes only at this time and will not be scored.
- Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
- Proposer's proposed prices and rates shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

Commented [WM(3)]: MDAD please advise/edit as needed.

Commented [CM(4R3)]: Done

**ATTACHMENT C3 – PRICE PROPOSAL SCHEDULE  
(AREA C)**

INSTRUCTIONS: The Proposer's price shall be submitted on this Attachment C3 - Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

**A. PROPOSED PRICING:**

The pricing provided below shall encompass all costs to complete all work as described in this Solicitation. Prices shall be provided as annual lump sum not to exceed amounts, inclusive of all fees, including but not limited to, labor, overhead, indirect costs, equipment, materials, consumables and expenses.

Area C (estimated at 1,288,393 square feet)	Total Price Year 1
	\$

As a condition of award and at the County's request prior to award, Proposer shall provide a price breakdown by percentage for all above quoted prices for the purpose of future price adjustments after Year 1 in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price). See Articles 8 and 9 of Attachment D – Draft Form of Agreement for additional information.

**B. ADDITIONAL POSITIONS:**

**Hourly Rates by Classification for Additional Positions**

Additional positions may be required during the term of the resultant contract as specified in Section 2.9.2 of the solicitation. The Proposer shall state hourly rates by job classifications for providing work on this contract.

Classification	Rate Per Hour
Project Manager	\$
Administrative Support	\$
Shift Supervisor	\$
Custodian/Restroom Custodian	\$
Restroom Attendant	\$
Specialist	\$
General Cleaner	\$
Relief	\$

**Notes:**

- Section A will be used to determine the price points for the price criteria as indicated in Section 4.2 of this Solicitation.
- Section B will be used for informational purposes only at this time and will not be scored.
- Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
- Proposer's proposed prices and rates shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

Commented [WM(5)]: MDAD please advise/edit as needed.

Commented [CM(6R5)]: Done

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Janitorial Services for Miami-Dade Aviation Department  
Contract No. RFP EVN0000201

THIS AGREEMENT for the provision of \_\_\_\_\_, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide janitorial services at various MDAD facilities including Miami International Airport (MIA) and General Aviation Airports (GAA) (i.e. Opa-Locka, Homestead, Kendall-Tamiami & Training and Transition Airport), on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000201 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_ (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such janitorial services at various MDAD facilities including Miami International Airport (MIA) and General Aviation Airports (Opa-Locka, Homestead, Kendall-Tamiami & Training and Transition Airport) for the County, in accordance with the terms and conditions of this Agreement;

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

**ARTICLE 1. DEFINITIONS**

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

- a) The word "Agreement" or "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and (vi) Contractor's Proposal.
- b) The word "Airport" or acronym "MIA" to mean Miami International Airport.
- c) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- d) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- e) The words "Contract Effective Date" to mean the date on which this Agreement is effective as listed on the Recitals page.
- f) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- g) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- h) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

- i) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors.
- j) The word "Days" to mean calendar days.
- k) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- l) The words "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Contract document, rights are reserved to the County, MDAD may exercise such rights.
- m) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- n) The acronym "GAA" shall mean the General Aviation Airports managed by MDAD (Opa-Locka, Homestead, Kendall-Tamiami Executive and Training and Transition Airports).
- o) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- p) The words "Janitorial Services" or "Janitorial Service Program" to mean the janitorial services as generally described in Appendix A – Scope of Service and Exhibit 2 – Technical Specifications, in accordance Contract documents.
- q) The words "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- r) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- s) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia and other learning disabilities.
- t) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- u) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- v) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- w) The words "Service" or "Services" to mean the provision of janitorial services at MIA in accordance with the Scope of Services.
- x) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- y) The words "Work" "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract. This includes the services, functions, responsibilities, activities, tasks, work product and projects to be performed and developed by Contractor as set forth in this Agreement and any Statement of Work

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 62, 2) Appendix A - Scope of Service and Appendix B – Price Schedule, 3) Appendix C - Technical Specifications, 4) Miami-Dade County's RFP No. EVN0000201 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

### **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 60<sup>th</sup> month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

##### **(1) To the County**

- a) to the Project Manager:

Miami-Dade County  
Miami-Dade Aviation Department  
Attention: Michael Simm, Division Director  
Facility Maintenance/GA Airports  
4300 NW 22 Street  
Bldg. 3030, 1st Floor, Office #A107  
Miami, FL 33166  
Phone: (305) 876 8479  
E-mail: [msimm@flymia.com](mailto:msimm@flymia.com)

With a copy to: Facility Maintenance Section Chief

and

- b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

##### **(2) To the Contractor**

Attention:  
Phone:  
E-mail:

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

#### **ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other

inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with **Appendix B – Price Schedule**. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

#### **ARTICLE 8. LIVING WAGE**

The provisions of Section 2-8.9 of the Code of Miami-Dade County (Code), as amended by Ordinance [Governing Legislation], apply to this contract. By submitting a Proposal or executing a contract pursuant to Solicitation RFP EVN0000201, the Contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. For further details, access the following link: [Miami-Dade County Living Wage](https://www.miamidade.gov/global/business/smallbusiness/living-wage.page)

The labor portion of the Contractor's prices shall be adjusted Year 2 and each year thereafter based on the percentage change listed in the Living Wage Notice, which is published annually on October 1st. As such, the Contractor shall adjust the employees pay rate by the same percentage increase. All adjusted price(s) shall be memorialized by the County in writing through the issuance of a Supplemental Agreement to the Contract.

The Living Wage Rate Notice for the current fiscal year can be obtained via the following link: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>.

#### **ARTICLE 9. PRICING**

Prices on this Contract, including any extension periods, shall be in accordance with **Appendix B – Price Schedule**; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

The County will adjust the non-labor portion of the Contractor's prices for October Year 2 and each October thereafter based on the percentage change in the value of the most recent Consumer Price Index (CPI), as amended or replaced by the U.S. Bureau of Labor Statistics, for the below index. The County reserves the right to apply any reduction in pricing for the one-year periods(s) based on the downward movement of the applicable index.

CPI Series Id: CUURS35BSA0, CUUSS35BSA0

Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted

Area: Miami-Fort Lauderdale-West Palm Beach, FL

Item: All items

The adjustment will be applied by calculating the percentage change increase between the index values:

- Effective on the first day of the initial contract period for Year 1 and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the contract period for Year 1.
- Effective on the first day of the twelve (12) month period for Years 2 through 5 and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period

All adjusted price(s) shall be memorialized by the County in writing through the issuance of a Supplemental Agreement to the contract.

#### **ARTICLE 10. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to



**Appendix B - Price Schedule.** All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County Aviation Department  
PO Box 526624  
Miami, FL 33152-6624  
Attention: Accounts Payable  
OR  
Email to: [payables@miami-airport.com](mailto:payables@miami-airport.com)

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

#### **ARTICLE 11. INDEMNIFICATION**

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

#### **ARTICLE 12. INSURANCE**

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 with a \$2,000,000 aggregate. **Miami-Dade**

**County must be shown as an additional insured with respect to this coverage.**

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

\*Under no circumstances is the Contractor or its Subcontractors allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

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

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

OR

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

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

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

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

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

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

**ARTICLE 13. PERFORMANCE AND PAYMENT BOND**

The Contractor shall provide the County within thirty (30) business days of the Contract Effective date, a performance and payment bond in an amount equal to twenty-five percent (25%) of the Contractor's annual compensation for the Service, plus any state sales taxes as may be applicable and required by law. The performance and payment bond form **supplied by MDAD** shall be the only acceptable form for these bonds. No other form will be accepted. If the Contractor fails to deliver the performance and payment bond within this specified time, including granted extensions, the County shall declare the bidder in default of the contractual terms and conditions, and the bidder shall surrender its offer guaranty/bid bond.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the surety company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least \$1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this Contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

#### **ARTICLE 14. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims,

suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### ARTICLE 15. LIQUIDATED DAMAGES

All Janitorial Services rendered, Work performed and materials furnished by Contractor shall be in strict compliance with Appendix A – Scope of Services, Work & Services Standards, Staffing Requirements and Deficiencies and, will be evaluated throughout the Workday to determine conformity with **Table 1 - Contractor Performance Measurement (CPM)** requirements of the Agreement (listed directly below). In the event the County determines that the Services rendered, Work performed and/or materials furnished by the Contractor are defective, the Department shall utilize the data from the smart restroom solution to notify the Contractor of the requirement to correct/cure service defect, per Table 1 below within the required response time.

**Table 1**  
**Contractor Performance Measurement (CPM)**

	<b>Service Defect</b>	<b>Defect Type*</b>	<b>Response Time</b>
1.	Failure to Carry out Work and Meet Service Levels Specified in the Technical Specification	Cycle	Two (2) Hours After Notification
2.	Failure to Maintain, Complete or Deliver Reports, Records or Forms	Cycle	Two (2) Hours After Notification
3.	Failure to Maintain Sufficient Stock of Supplies	Cycle	Two (2) Hours After Notification
4.	Failure to Respond to Emergency Services within the Required Timeframes established in Article 3.	Patrolling	Thirty (30) Minutes After Notification
5.	Failure to Maintain Emergency Standby Supply Inventory as required by the Agreement	Cycle	Two (2) Hours After Notification
6.	Failure to Maintain Equipment On-Site, in Sufficient Quantities and Specified Condition	Cycle	Two (2) Hours After Notification
7.	Failure to Maintain EPA-Approved Labeling, Warnings and Antidote Requirements for Chemicals as required by the Agreement	Cycle	Two (2) Hours After Notification
8.	Complaints from MDAD Staff, Users/Tenants, or Customers Regarding the Responsiveness or Professionalism of the Contractor	Patrolling	Thirty (30) Minutes After Notification

\*Note: **Patrolling Defect** requires immediate response or attention. **Cycle Defect** identifies all daily and cycle cleaning as required by the Technical Specifications.

**A. Initial Inspection:** Each CPM notification of service defect per Table 1 sent by the County via the smart restroom solution to the Contractor of the requirement to correct/cure a service defect per Table 1 will result in the application of both a CPM deduction and Reevaluation fee, as specified in **Table 2, Contractor Performance Measurement Report Deduction Schedule**, listed directly below. The CPM deduction will be cumulative for all CPMs issued in a 24-Hour period. As such, the first (1st) CPM deduction in a 24-Hour period will result in a one hundred dollar (\$100.00) deduction and shall accumulate in one hundred dollar (\$100.00) increments for each CPM issued in a 24-hour period. The Contractor shall respond to each County issued CPM notification utilizing the smart restroom solution by satisfactorily curing the service defect per Table 1 within the response time allotted. Contractor may be required to provide picture of cured service defect per Table 1 as part of their response to the County. Upon County's receipt of the Contractor's notification that service defect has been satisfactorily cured, the Department may reevaluate the service defect per Table 1 to confirm satisfactory performance. Reevaluations will result in a reevaluation fee of one hundred dollars (\$100.00) for each CPM issued. **CPM notifications of "service defect" per Table 1 issued by the Department and satisfactorily completed by the Contractor within the allocated "response time" will not be assessed applicable CPM deduction, however, the reevaluation fee will be enforced for all CPM notifications issued by the County.**

**Table 2**  
**Contractor Performance Measurement Report Deduction Schedule**

Number of Daily CPM Occurrence	CPM Deduction	Reevaluation Fee	Total Damages Assessed
1	\$100.00	\$100.00	\$200.00
2	\$200.00	\$100.00	\$300.00
3	\$300.00	\$100.00	\$400.00
4	\$400.00	\$100.00	\$500.00
5	\$500.00	\$100.00	\$600.00
6	\$600.00	\$100.00	\$700.00
7	\$700.00	\$100.00	\$800.00
8	\$800.00	\$100.00	\$900.00
9	\$900.00	\$100.00	\$1,000.00
<b>Daily Total</b>			<b>\$5,400.00</b>

- B. Failed Reevaluation:** In the instance that Department determines that Contractor's cure of the service defect per Table 1 is unsatisfactory after reevaluation, an additional CPM will be issued, initiating another response time cure period and subsequent reevaluation. This process will continue until satisfactory results are confirmed and closed out by the Department via smart restroom solution. A reevaluation fee of one hundred dollars (\$100.00) will be assessed for each reevaluation, per service defect per Table 1.
- C.** The County anticipate utilizing the smart restroom solution data reporting capabilities to create monthly reports itemizing all:
- CPM notifications service defect per Table 1 sent by the County to the Contractor in a 24-hour period;
  - CPM notifications service defect per Table 1 satisfactorily cured by the Contractor within allotted response time in a 24-hour period; (not subject to CPM deduction/but subject to reevaluation fee);
  - Failed reevaluation notifications sent by the County to the Contractor;
  - Applicable CPM deductions and reevaluation fees assessed by the County for each Contractor satisfactorily cured CPM notification NOT within allotted response time, failed reevaluation fee, per service defect per Table 1"

The County will use the smart restroom solution's monthly report calculation as a tool, amongst others means of data collection methods in determining Liquid Damages to be assessed by the County to the Contractor.

- D.** The Contractor and the County expressly agree that calculation of actual damages to the County's reputation which may result from the Contractor's failure to perform (i.e., loss of passenger goodwill or negative publicity) are incapable of precise

determination, and that the Liquidated Damages are fair, reasonable, and not a penalty.

- E. If the Contractor fails to perform its obligations hereunder, and actual damages resulting therefrom are capable of determination, such as damages to persons or property, then Contractor shall be liable to County for such damages.
- F. For default by Contractor, of any performance measure, County may offset against the payment owed to Contractor the amount of such Liquidated Damages or the amount of the actual damages, or may at County's option, draw down upon the monthly invoice due to the Contractor, in an amount equal to the actual damages determinable by County or in an amount equal to the deduction schedule specified in **Table 2 - Contractor Performance Measurement Report Deduction Schedule**

F. Upon failure of the Contractor to comply within the response time per Table 1 allotted, the County shall have the authority to correct the condition by other means, including the use of County employees or by separate contract. The costs of the action taken by the County to remedy the nonconforming situation/condition as determined by the County, shall be deducted from any monies due or to become due the Contractor under this Agreement.

Notwithstanding, nothing in this Section shall limit the County's rights or remedies in the event of a material default of this Agreement by Contractor, and the specification of Liquidated Damages herein is supplemental to, and not in derogation of, the County's right to terminate this Agreement in the event of a material default or otherwise provided for at law.

Notwithstanding the above notice provisions, if the County determines that a condition exists which may adversely affect the health or safety of a person or property, the County shall direct the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the County that the Contractor is unable to correct the condition, the County will have the authority to correct the condition by other means without further notice. If the County has cause to correct a condition that, in the County's opinion, should have been corrected by the Contractor, the County may elect to assess financial damages and/or the additional cost to the County, to obtain other means to correct the nonconforming item. Continual or intentional breaches of Contract will be causes for termination.

The Liquidated Damages set forth in this Article shall not apply to the extent the Services rendered by Contractor are affected by any of the following: (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software or equipment not administered by Contractor; (iv) damage or malfunction of hardware or software cause by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; or (v) the Force Majeure provisions, as set forth in Article 61 of this Agreement.

#### **ARTICLE 16. EXTRA WORK**

- a) Any Work that adds square footage beyond the square footage amount shown in Appendix B - Price Schedule or is outside of Appendix A - Scope of Services, shall be defined as "Extra Work."
- b) The County will have the right to make changes to the Work specified herein and the character or quantity as may be considered necessary or desirable to complete the service in an acceptable manner.
- c) The County will have the right to require the Contractor's personnel to perform other cleaning duties on the premises as the County deems necessary or desirable, and the Contractor shall promptly comply with the requirements. The County may authorize minor changes or alterations in the method or performance of the Services not involving additional cost and not inconsistent with the overall intent of this Agreement.
- d) Changes in Work: Without invalidating the intent of the Agreement, the County may order any changes to the Work, in writing, signed by the County's representative. If the changes result in additions or deletions of square footage, the County will increase or reduce the compensation to the Contractor in accordance with fees per square footage pursuant to Appendix B – Price Schedule. In addition, Compensation for Extra Work or a reduction in work shall be determined at the time of need, and agreed to by the County and Contractor, in accordance with fees per square footage pursuant to Appendix B – Price Schedule.

#### **ARTICLE 17. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents

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

#### **ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 19. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

- f) This Article will survive the termination or expiration of this Agreement.

**ARTICLE 20. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

**ARTICLE 21. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

**ARTICLE 22. AUDITS**

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 23. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

**ARTICLE 24. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

**ARTICLE 25. SUBCONTRACTUAL RELATIONS**

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



as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

#### **ARTICLE 26. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

#### **ARTICLE 27. SEVERABILITY**

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

#### **ARTICLE 28. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 29) and fails to cure said Event of Default (as delineated below in Article 30), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 28(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

**ARTICLE 29. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein; or
  - viii. the Contractor fails to comply with Article 45.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

**ARTICLE 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

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

**ARTICLE 31. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

**ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents,

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

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 33. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 34. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain

information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

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

#### **ARTICLE 35. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### **ARTICLE 36. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

## ARTICLE 37. INSPECTOR GENERAL REVIEWS

### Independent Private Sector Inspector General Reviews

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

### Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state

and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

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

#### **ARTICLE 38. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07)

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and regulations issued pursuant thereto (24 C.F.R. Part 146).

- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

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

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

#### **ARTICLE 39. FEDERAL AGENCIES RIGHT TO CONSENT**

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

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

#### **ARTICLE 40. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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



or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 41. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

#### **ARTICLE 42. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 43. BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes

involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 44. GOVERNING LAW**

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

**ARTICLE 45. COUNTY USER ACCESS PROGRAM (UAP)**

Not applicable.

**ARTICLE 46. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 47. LIENS**

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

**ARTICLE 48. FIRST SOURCE HIRING REFERRAL PROGRAM**

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

**ARTICLE 49. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**ARTICLE 50. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

**ARTICLE 51. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER (Use if applicable or delete if not applicable to the Work/Services)**

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Commented [WM(1): SPD will attach if applicable.

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

**ARTICLE 52. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

Not applicable.

**ARTICLE 53. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

Not applicable.

**ARTICLE 54. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM**

**(Use if applicable or delete if not applicable to the Work/Services)**

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

**ARTICLE 55. POURING RIGHTS**

Not applicable.

**ARTICLE 56. SURVIVAL**

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

**ARTICLE 57. ADDITIONAL POSITIONS**

At MDAD's sole discretion, additional positions may be required during the term of the Contract. In the event the County deems it necessary to acquire such additional positions, compensation shall be in accordance with Appendix B – Price Schedule.

**ARTICLE 58. GENERAL ALLOWANCE ACCOUNT**

Pursuant to Section 2-8.1 of the Code, an allowance of ten percent (10%) of the project base estimate amount, not exceeding the total amount of \$XXXXXX, has been established for the following:

- a) XXXXX: To pay for Living Wage price adjustments in accordance with Article 8 herein.
- b) XXXXX: To pay for CPI price adjustments in accordance with Article 9 herein.
- c) XXXXX: To pay for as-needed Additional Positions in accordance with Article 57 herein.

Any General Allowance Account expenses shall be approved by the County in advance and authorized by a Purchase Order. Any portion of the aforementioned not-to-exceed amount for which payment is not authorized in writing by the Project Manager shall remain the property of the County. The Contractor shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this account remain the property of the County. When Service is to be performed under the General Allowance Account, if any, it shall be integrated into the Agreement as a part of the Agreement as awarded.

**ARTICLE 59. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP**

The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Agreement, the Consultant shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Consultant's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Consultant shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Consultant shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Agreement does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

#### **ARTICLE 60. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
  - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
  - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### ARTICLE 61. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

#### ARTICLE 62. TRUST AGREEMENT

- a) Incorporation of Trust Agreement by Reference: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the Parties hereto that the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15th day of December, 2002 as amended from time to time, by and between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

- b) Adjustment of Terms and Conditions: If, at any time during the term or any extension thereto, as applicable, of this Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of

Miami-Dade County, FL

Contract No. RFP EVN0000201

the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.



ContractorMiami-Dade County

By: \_\_\_\_\_By: \_\_\_\_\_  
for  
Name: \_\_\_\_\_Name: Daniella Levine Cava  
Title: \_\_\_\_\_Title: Mayor  
Date: \_\_\_\_\_Date: \_\_\_\_\_  
Attest: \_\_\_\_\_Attest: \_\_\_\_\_  
Corporate Secretary/Notary PublicJuan Fernandez-Barquin  
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal

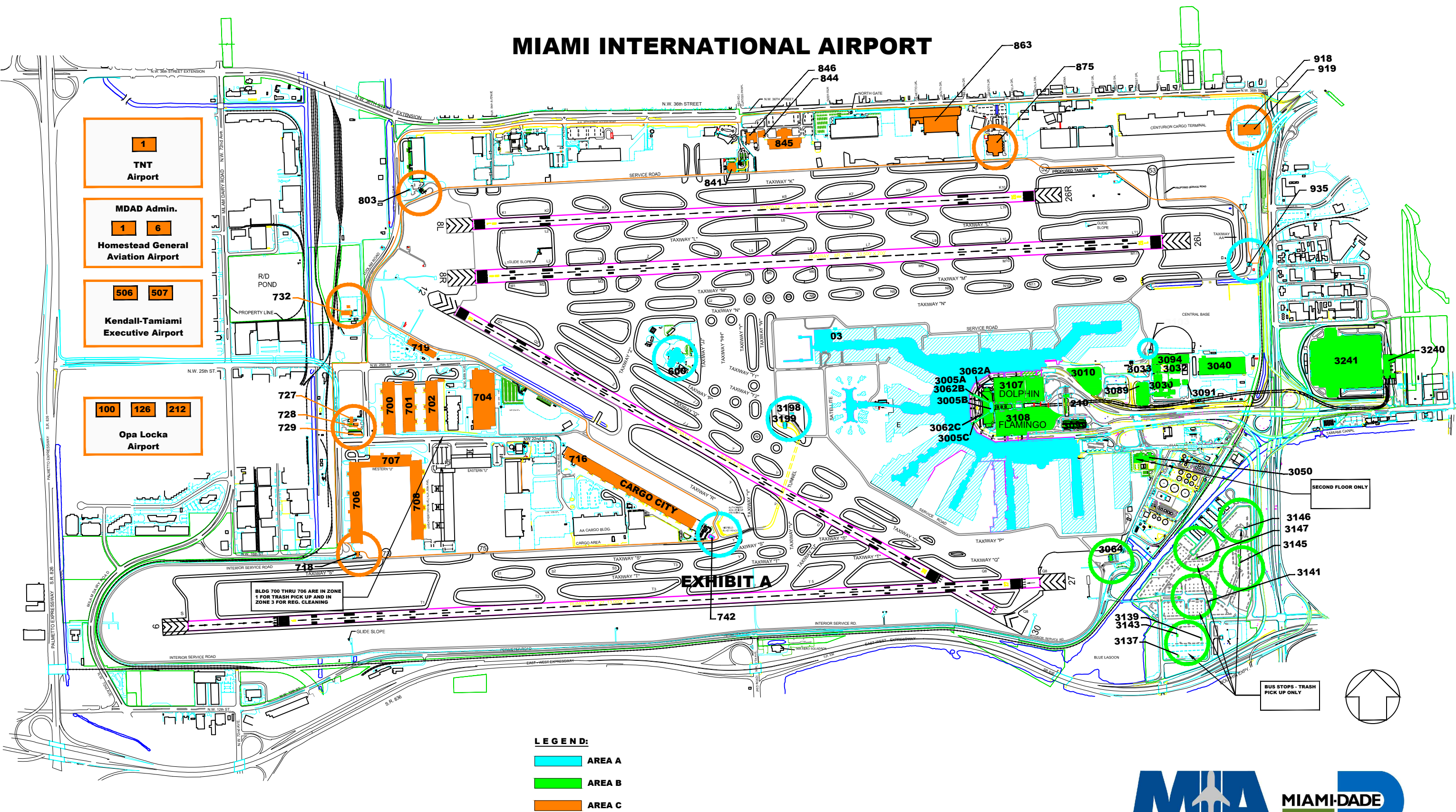
Approved as to form  
and legal sufficiency  
  
\_\_\_\_\_  
Assistant County Attorney

**APPENDIX A – SCOPE OF SERVICES**

TO BE NEGOTIATED

**APPENDIX B – PRICE SCHEDULE**  
TO BE NEGOTIATED

Exhibit 1



MDAD JANITORIAL SERVICES CONTRACT AREA MAP



TECHNICAL SUPPORT SECTION  
File: 5884\_MIA\_AREMAP