

# DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New   OTR ☐   Sole Source ☐   Bid Waiver ☐   Emergency   Previous Contract/Project No. Contract 3287-0/13  
☐ Re-Bid   Other   LIVING WAGE APPLIES: NO

Requisition No./Project No.: RQID1800038   TERM OF CONTRACT Eight (8) Years WITH N/A OTR

Requisition /Project Title: Continuous pin feed forms printing services (Pre-Qualification)

Description: The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in Section 2, Paragraph 2.3 in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of continuous pinfeed forms (mailer/non mailer forms) in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: ITD, Library, Property Appraisal and RER   Contact Person: Sherry Y. Crockett  
Phone: 305-375-4693

Estimate Cost: \$2,834,000

Funding Source: Internal Service Funds, General Fund, Proprietary Funds and Library District

## ANALYSIS

<b><u>Commodity Codes:</u></b> 966-12				
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(s):</b>	Multiple Vendors			
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>				
Comments: <div style="background-color: #cccccc; height: 20px; width: 100%;"></div>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b><u>RECOMMENDATIONS</u></b>				
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>
Basis of recommendation: <div style="background-color: #cccccc; height: 30px; width: 100%;"></div>				
Signed: <i>Sherry Y. Crockett, CPPB</i>		Date sent to SBD: <i>December 20, 2017</i>		
		Date returned to DPM: <div style="background-color: #cccccc; height: 20px; width: 100%;"></div>		

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in Section 2, Paragraph 2.3 in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of continuous pinfeed forms (mailer/non mailer forms) in conjunction with the County's needs on an as needed when needed basis.

### **2.2 TERM OF CONTRACT: EIGHT (8) YEARS**

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

### **2.3 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES**

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

Vendor is capable of providing large scale color and black ink printing services for non-mailer single/multiple part, continuous pinfeed forms and/or mailer, multiple part continuous pinfeed forms (herein after "non-mailer" and "mailer").

To demonstrate your capabilities to provide these services, please submit the following:

- 2.3.1. One (1) reference, consisting of existing customer, (large commercial business and/or Government Agencies) shall be listed in the bidder's submittal. Large commercial or governmental account is defined as an account whose annual expenditures are at least \$100,000. The reference listed must be a customer that is currently receiving or have recently received from the bidder the products and services described in this solicitation. The reference must include the types of forms you print for your clients, the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. The reference shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in continuous pinfeed forms printing services and related products.
- 2.3.2. Bidders must list pre-press equipment that is owned or leased by the bidder; attach a list of the equipment to demonstrate firm's in-house art and graphic unit capabilities and ability to return artwork submittal to proof within a 24 hour period and is able to produce and distribute on an annual basis at least five (5) tons of print forms in order to service and support continuous pinfeed forms printing requirements of this contract.

- 2.3.3 A fully equipped office with staff and electronic communication capabilities or fax machine that will be able to respond to the County's printing needs or mailer, non-mailer continuous pinfeed forms.
- 2.3.4 Bidder shall provide written references from at least one (1) paper manufacturer or major distributor indicating a successful business relationship for a period of at least two (2) years. The reference letter must indicate that the supplier is able to provide the bidder with paper resources to successfully meet the County's requirement of this solicitation if awarded. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by a manufacturer or an authorized distributor's representative.

These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Under Emergency situations the existence of approved artwork, geographic location and/or delivery requirements may determine award.

Spot market pricing procedures may be initiated by either the using County department or by ISD. The "Request for Quote" will be electronically transmitted or faxed to all pre-qualified vendors, each time the County requires a print job for items as stated herein. The pre-qualified vendors shall return quotes to the contact person at or before the time specified therein.

### **2.3.5 SPOT MARKET SOLICITATION PROCESS**

On an as needed basis the County shall prepare a "Request for Quote" (RFQ) with corresponding printing instructions and delivery requirements. The RFQ will be distributed with corresponding print detail that mandate how the forms shall be produced. Some of the detail requirements that will be included are;

1. weight of the paper used to produce the form
2. Size
3. Color(s)
4. Number of perforations
5. Single or Double sided
6. Single or Multi-Part
7. Carbon or Carbonless
8. Glue Type
9. Crimp (How paper is held to pinfeed section)
10. Type of Print (Impact or Laser)
11. Art Work of the form
12. Special Conditions

Spot Market awards shall be governed by the terms and conditions herein, as well as all conditions on the spot market RFQ. Once the responses are received, the County will determine the responsive, responsible bidder who submitted the lowest price. Once the printing is awarded, the department will request "proof" from the successful bidder. Only after the "Proof" is approved in writing by the County project manager shall the successful bidder initiate printing of the form. Additionally, the RFQ shall include any other relevant technical requirements as well as delivery location, packaging, quantities, delivery date and other special instruction information.

The "Request for Quote," will be electronically transmitted or faxed to all pre-qualified vendors, each time the County requires a print job for items as stated herein. The prequalified vendors shall return quotes to the contact person at or before the time specified therein.

## **2.4     METHOD OF PAYMENT**

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

All invoices shall contain the following basic information:

I.        Vendor Information:

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

II.       County Information:

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

III.      Pricing Information:

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

IV.      Goods or Services Provided per Contract:

- Description

- Quantity

V. Delivery Information:

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

**2.5 DELIVERY TIMES SPECIFIED**

The vendor shall only be authorized to deliver items between the hours of 8:00 AM and 4:00 PM unless otherwise instructed on the spot market quotes. Delivery instructions shall be provided by County's user departments during the spot market quote process.

**2.6 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.7 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**2.8 LIVING WAGE ORDINANCE**

**MIAMI-DADE COUNTY  
LIVING WAGES  
SUPPLEMENTAL GENERAL CONDITION**

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor is hereby

agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Condition is organized with the following sections:

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

## **1. DEFINITIONS**

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in the Code, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.
- J. Covered services are any one of the following:
  - (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;

- (iv) clerical or other non-supervisory office work, whether temporary or permanent;
  - (v) transportation and parking services including airport and seaport services;
  - (vi) printing and reproduction services; and,
  - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
- (i) **Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;**
  - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
  - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
  - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
  - (vii) Janitorial Services;
  - (viii) Delayed Baggage Services;
  - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
  - (xi) In warehouse cargo handlers.

- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.
- M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.
- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
  - (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

## **2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION**

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sba/living\\_wage\\_poster.asp](http://www.miamidade.gov/sba/living_wage_poster.asp).

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a



qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. .
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

### **3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:

1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;
5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.

9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

**4. PAYROLL; RECORDS; REPORTING**

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
- a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - b. the number of hours worked each day by each covered employee;
  - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
  - d. any other data or information the Living Wage Commission or the County should require.
- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

## **5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

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

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
  - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

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

**2.9 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- Purchase Order Number
- Date of Order
- Form Number
- Form Title
- Quantity Delivered – number of boxes and number of forms.
- Whether special handling is required, such as storage in air conditioned environment.

Additionally, to facilitate distribution by storage facility staff, all boxes shall have a sheet attached on the outside with the following information shown:

- Form Number
- Form Title
- Quantity in the box
- Date Forms were printed
- Purchase Order Number

**2.10 QUALITY OF DIE STRUCK GOODS:**

All work performed by the vendor shall be consistent with the quality of work performed by craftsmen skilled in their particular trades. All printed forms shall be die struck from clean, sharp embossing dies, unless instructed otherwise on the spot market solicitation. Dies shall be maintained in first class condition during contract period, so that impressions are free from breaks or any minute imperfections. Trimming tools shall be maintained so that each is cleanly trimmed with no overhand or irregularities in outer shape.

**2.11 SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens the Bid Proposals, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**2.12 SHELF LIFE OF STOCK**

The successful bidder(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County. Delivered forms shall have a shelf life of no less than one year after delivery or will be replaced at no cost to the County. The County will store forms in air conditioned environment only if instructed to do so on the delivery documents or in writing before delivery.

### **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

To print standard “non-mailer” forms, single and multiple part, continuous pinfeed and/or print standard “mailer” forms multiple part continuous pinfeed and to print similar nonstandard continuous pinfeed forms as specified on an as needed basis. Printing must be compatible with County equipment used to address and distribute forms to final destination.

#### **3.2 FORMS**

Print Forms acquired through this contract shall be capable of being processed through the Information Technology Department (ITD) equipment listed below:

##### **3.2.1 PRINTING MODELS**

3.2.1.1 Canon/OCE Vario Stream 7650 Twin

3.2.1.2 IBM 6262 Impact Printer

##### **3.3.2 POST PROCESSING EQUIPMENT**

3.2.2.1 MOORE LM-20 Folder Sealer

3.2.2.2 MOORE LMS-30 PRESSURE SEALER

3.2.2.3 MOORE DETACHER 3400-6

##### **3.2.3 PRESSURE SEAL” FORMS**

3.2.3.1 SINGLE PART “FOLD AND SEAL” MAILERS FOR USE ON CONTINUOUS AND/OR CUT-SHEET LASER PRINTERS.

The Pressure Seal or” Fold and Seal” mailers are designed specifically for use on Miami-Dade ITD, EOM approved continuous and/or cut-sheet laser printers and must meet the specifications for post processing folder-sealers to include (but not limited to) Moore, Model LM-20 and LMS-30) and Moore Model 3400-06 detacher/burster(s) as specified for the individual application. All applications will be for single part forms.

##### **3.2.3.2 Size:**

Form lengths are 11” and 14”. Form widths will be based on individual form requirements and generally will be 9 ½” for continuous formats (to include ½” marginal pinfeed on each side) and 8 ½” for cut-sheet formats. Individual applications may require non-standard widths to the limits of the specifications as submitted by the EOM laser printer manufacturer and Moore post processing equipment.

#### **3.3 FOLD REQUIREMENTS**

3.3.1 Folds available for applications should include the following:

1. V-Fold (duplex printing applications)
2. C-Fold (duplex printing applications)
3. Eccentric C-Fold (duplex printing applications)
4. C-Fold Return Envelope (duplex printing applications)
5. Z-Fold (simplex printing applications)
6. Z-Fold Return Envelope (simplex printing applications)
7. Eccentric Z-Fold (simplex printing applications)
8. Double-Parallel Fold

### **3.4 MULTI-PART FORMS**

#### **3.4.1 MULTI-PART "DECOLLATE, STRIP, DETACH" MAILERS FOR USE ON CONTINUOUS IMPACT PRINTERS.**

The Multi-part or "decollate, strip, and detach" mailers are designed specifically for use on Miami-Dade ITD, EOM approved continuous impact printers and must meet the specifications for post processing detachers to include (but not limited to) Moore Model 3400-06 detacher/burster(s) as specified for the individual application.

Applications can be single or multi-part forms.

Size: Form lengths and widths vary in size depending on the application with continuous formats (to include 1/2" marginal pinfeed on each side). Individual applications may require non-standard widths to the limits of the specifications as submitted by the EOM impact printer manufacturer and Moore post.

### **3.5 PAPER SPECIFICATION**

3.5.1 Paper stocks will be determined by application requirement, but should not be lighter than indicated below:

3.5.1a Multipart forms 14# through 100# tag

3.5.1b One part laser forms 24# through 110# tag

### **3.6 COHESIVE**

The "cohesive" or sealing agent must be formulated and provide cohesive patterns that work effectively on Moore post processing equipment. It is critical that the chemical formulation utilized be such as to not have a "tacky" consistency or "flake" in the laser printing process as this may cause damage to the laser printers. No glue or water based applications will be accepted. Cohesive must provide a full perimeter seal and superior fiber tearing qualities for security purposes. Cohesive must have a shelf life of at least one (1) year.

### **3.7 INK**

Ink Pantone Matching System (PMS) colors will be dictated by application, but in all cases should be temperature resistant to prevent damage to laser printers.

### **3.8 PERFORATIONS**

Perforations for fold and extraction must meet specifications as provided by the OEM laser printer manufacturer and for Moore post processing equipment in order to provide optimum processing efficiency.



### **3.9 STOCK**

Stock (off the shelf) formats should be available for use in Miami-Dade ITD applications and should meet the specifications as outlined above.

### **3.10 ENVIRONMENTALLY PREFERABLE PURCHASING**

Miami Dade County has a policy to seek the acquisition of environmentally preferable products and services. County departments that will access this contract, whenever possible, will seek to acquire paper products consistent with the policy. Therefore, the selected vendors are advised that there may be special conditions associated with some spot market solicitations that will require meeting specified environmentally friendly criteria as a condition of award. Such special conditions may include, but are not limited to, Post Consumer Content paper, or new paper certified to come from sustainable resources, as certified by organizations that provide independent third party certification, such as the Sustainable Forest Initiative (SFI), Forest Stewardship Council (FSC) or Programmed for the Environment of Forest Certifications (PEFC).