

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. FB-00229

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

Requisition No./Project No.: RQID2000081   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Automotive Parts Washer Machine Lease and Maintenance

Description: The purpose of this Invitation to Bid is to establish a contract to provide various Miami-Dade County Departments with the leasing of automotive parts washer machines and preventive maint., parts and repairs for the automotive parts washer machines owned by MDC depts.

Issuing Department: ISD   
 Contact Person: Brian Spradley   
 Phone: 305-375-4706

Estimate Cost: 465,867.27

Funding Source:   
GENERAL   
FEDERAL   
OTHER

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">07519</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
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>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>				

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

Basis of Recommendation:

<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;">Brian Spradley</span>	<b>Date sent to SBD:</b> <span style="border: 1px solid black; padding: 2px;">04/06/2020</span>
	<b>Date returned to SPD:</b> <span style="border: 1px solid black; padding: 2px;"></span>

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

The purpose of this Invitation to Bid is to establish a contract to provide various Miami-Dade County Departments with the leasing of automotive parts washer machines and preventive maintenance, parts and repairs for the automotive parts washer machines owned by various Miami-Dade County Departments.

**2.2 TERM OF CONTRACT: SIXTY (60) MONTHS**

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 Internal Service Department (ISD), 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 sixtieth (60) month of the contract term.

**2.3 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

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

**2.4 INSPECTION OF EQUIPMENT (RECOMMENDED)**

Prior to submitting their offer it is advisable that the Bidders inspect the existing equipment and become familiar with any conditions which may in any manner affect the service to be performed or affect the equipment, materials and labor required. The Bidders are also advised to examine carefully any available drawings or specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the service to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For an appointment to inspect the existing equipment, and/or for any additional information required regarding the specifications and requirements of this solicitation, contact DPM representative **at or via [email](#) at for an appointment**. Bidders are advised that all appointments and inquiries during the bidding period are subject to the **Cone of Silence**.

**2.5 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant 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 responsible vendor. Barricades shall be provided by the Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.6 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon completion, the Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

The awarded vendor providing services to Internal Services Department, Fleet Management Division Facilities, must comply with ISD Fleet Management's ISO operational control document ISO EMS Fleet 15 attached ,

**2.7 COMPLIANCE WITH FEDERAL and International Standard Operations (ISO) STANDARDS**

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

The awarded vendor providing services to the Internal Services Department Fleet Management Division must comply with ISO standard ISO 14001:2015 or any revision thereof.

**2.8 SERVICE CALLS**

The Bidder must be available for service calls during regular working hours (Monday through Friday, 8:00

A.M. to 5:00 P.M.). Service response time shall be within 24 hours after e-mail or telephone notification by the County Department requesting service.

**2.9 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

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

**2.10 LABOR AND MATERIAL CHARGES**

The Bidder shall provide the County with labor and materials in strict accordance with all Invitation to Bid requirements on an as needed, when needed basis. Accordingly, the Bidder shall indicate its labor rate on the submittal form included within this Invitation to Bid. The Bidder shall offer a discount off the manufacturer's price list for all parts supplied for repairs.

**2.11 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 Invitation to Bid. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.12 REPAIRS AND PARTS MANUALS TO BE PROVIDED**

The Bidder shall supply the County with a minimum of two (2) comprehensive operating manuals for leased equipment, Cd's or internet link which identify the component parts and which describe the appropriate process for repairing the equipment leased by the County in conjunction with this Invitation to Bid.

**2.13 TOXIC SUBSTANCES/Federal "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Bidder (s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each user department utilizing the chemicals and solvents used under this contract. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

**2.14 WORK ACCEPTANCE**

All work will be inspected by an authorized representative of the County within each department. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**2.15 CONTRACT PRICING / SERVICE RATE**

The labor rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable labor laws of the State of Florida.

The initial contract prices resultant from this Invitation to Bid shall remain firm and fixed for a sixty (60) months period from the contract's initial effective date.

**2.16 DEFECTIVE EQUIPMENT OR MATERIALS**

In the event any of the materials supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the bidder at the bidder's expense; or (2) require the bidder to replace the materials at the bidder's expense.

**2.17 RECYCLING COMPLIANCE**

Miami-Dade County has adopted an affirmative procurement program requiring the use of waste reducing, recycled and recyclable products by County departments. The use of such products will reduce the quantity and toxicity of waste generated and will increase the overall demand for recycled and recyclable products.

This contract is in compliance with the County recycling policy by minimizing the volume of items which are discarded and extending their useful life through proper maintenance, repair and restoration.

**2.18 Environmentally Preferable Purchasing (EPP) for Internal Service Department Fleet Management Division.**

EPP refers to the practice of buying products or services that have a lesser or reduced impact on the environment and human health, when compared with competing products or services that serve the same purpose.

"Environmentally Preferable" are products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

An EPP product will have one or more of the following characteristics:

- Contain recycled content,
- Minimize waste,
- Are energy efficient and/or have renewable energy systems, and
- Contain lower toxicity content.

#### **2.19 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Invitation to Bid is specific to some County departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful Bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

#### **2.20 ADDITIONAL FACILITIES MAY BE ADDED**

Although this Invitation to Bid and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County, when required by the pricing structure of the contract.

#### **2.21 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;
  - (3) 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;

- (i) 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;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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;
  - (v) Janitorial Services;
  - (vi) Delayed Baggage Services;
  - (vii) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (viii) 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.
  - (ix) 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.

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### **SECTION 3**

#### **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### 3.1 SCOPE OF WORK

The purpose of this solicitation is to establish a contract to provide various Miami-Dade County Departments with the ability to lease automotive parts washer machines of all sizes and establish a contract with a firm to provide preventive maintenance, parts and repairs for the automotive parts washer machines owned by Miami-Dade County Departments.

### 3.2 SERVICE

The Bidder shall provide, install and maintain leased parts washer machines according to Miami-Dade Department's shop needs. The size of parts cleaning equipment depends on both volume of use and nature of work performed at each shop location. The Bidder shall develop a proposed maintenance service schedule and implement the proposed maintenance service schedule after approval by the County for all leased and owned County machines. The County reserves the right to adjust the maintenance service schedule as needed. The maintenance service schedule shall consist of time and materials to replace the filter elements, to drain and replace cleaning solvent, clean accumulated sludge from machine, refill the machine with clean solvent and properly recycle/dispose of dirty solvent and sludge. The Bidder is required to remove and dispose the dirty solvent and sludge from the County premises for recycling, reuse or, as a last resort, disposal in accordance to the Environmental Protection Agency (EPA) and Department of Environmental Resources Management (DERM) policies and procedures. The Bidder must provide copies of all applicable permits and a detailed description of recycling and/or disposal methods with their bid submittal.

The Bidder shall provide all parts and labor service on all components of the parts cleaning equipment for the term of this contract on all leased equipment. Any leased equipment that wears out from normal use shall be replaced by the Bidder at no additional charge to the County.

Certain shops have County owned automotive parts washing machines in good condition. County owned equipment must be maintained and/or repaired with original parts in accordance with manufacturer standards. The Bidder will provide all cleaning solvent, filter conversion kits, spare parts and labor to maintain and service the County owned machines that are placed under a preventive maintenance service schedule agreement on a quarterly basis. The Bidder shall develop a proposed preventive maintenance service schedule and implement the proposed preventive maintenance service schedule after approval by the County for all owned machines.

### 3.3 REPAIR

Repair cost for County owned automotive parts washers that are not under a preventive maintenance service schedule shall be invoiced for time and materials using the labor rate bid on the Bid Submittal Page. The Bidder must also provide a copy of the manufacturer suggested price listing for parts billed on each invoice. All service calls must be responded to within 24 hours. Any machine considered uneconomical to repair shall be brought to the attention of the person in charge of that facility and that person will make the determination in regards to the repair.

### 3.4 SOLVENT

The fluid inside the machines must be of the solvent or aqueous solution type parts cleaning fluid which must be capable of removing a combination of soils, oils and greases without attacking the substrate metals. The parts cleaning fluid must NOT contain ingredients in amounts listed as toxic subject to reporting under Section 313, Emergency Planning and Community Right-To-Know Act of 1986 and 40 CFR372. The solvent must have a Flash Point of not less than 140°F. The solvent must NOT contain any chlorinated solvents.

The following solvents and aqueous solutions or approved equals are acceptable to use under this contract. The County reserves the right to decide what is an approved equal.

- 1 142 Solvent – Crystal Clean Corporation
- 2 M2750 Mirachem Aqueous Solution – Crystal Clean Corporation
- 3 QSOL 220 Cleaning Solvent – Safety-Kleen Corporation
- 4 Bio 24 –Aqueous Solution - Safety Kleen Corporation

**Commented [r111]:** Operations please pick the type of fluid you desire solvent or aqueous type

**Commented [r112]:** Operations please review and advise if ok.

### 3.5 EQUIPMENT

A small parts cleaner shall contain 0-20 gallons of parts cleaning fluid. A medium parts cleaner shall contain 21-42 gallon of parts cleaning fluid. A large parts cleaner shall contain 43-100 gallons of parts cleaning fluid. An extra-large parts cleaner shall contain 101-150 gallons of parts cleaning fluid. All sizes must be suitable for continuous commercial use. The immersion parts cleaning equipment must have a suspended parts basket, and an agitation system with timer. The construction shall allow for the parts to be separated from the bottom of the reservoir where sludge settles. Either by being suspended in a wire basket, or by having the parts cleaning container separate from the reservoir.

The County reserves the right to lease additional automotive parts washers and accessories from the successful Bidder as required to maintain efficient vehicle maintenance operations. The County reserves the right to add or delete to the amount of parts washers leased or been service. The County shall have final judgment of whether a piece of equipment is adequate.

3.6 PARTS CLEANERS TO BE SERVICED ARE LOCATED AT THE FOLLOWING FACILITIES.

DEPARTMENT	LOCATION	ADDRESS	Quantity/Size
Miami-Dade Aviation Department	Fleet Maintenance: Mobile Garage	4331 NW 22 Street Bldg. 3040 Miami, FL, 33126	4/Small (Owned)
DEPARTMENT	LOCATION	ADDRESS	Quantity/Size
	<b>ISD Fleet Shops Light Equipment Operations</b>		
Internal Services Department Fleet Management Division	Shop 1 Main (Shop # 010)	703 NW 25th Street Miami, FL 33127	4/Medium (Leased) 3/Small (Owned)
Internal Services Department Fleet Management Division	Downtown Motor Pool (Shop # 015)	201 NW 1st Street. Miami, FL 33128	None
Internal Services Department Fleet Management Division	Police Headquarters Shop (PDHQ/Shop # 018)	9109 NW 25th Street Doral, FL 33172	4/Medium (Leased) 1/Medium (Owned)
Internal Services Department Fleet Management Division	South Dade Gov't Center (SDGC/Shop # 011)	10740 SW 211th Street Miami, FL 33189	1/Medium (Owned)
Internal Services Department Fleet Management Division	Station 1 (Shop # 016)	5975 Miami Lakes Dr. Miami Lakes, FL 33014	1/Medium (Owned)
Internal Services Department Fleet Management Division	Station 2 (Shop # 014)	2950 NW 83rd Street Miami, FL 33147	1/Medium (Owned)
Internal Services Department Fleet Management Division	Station 5 (Shop # 013)	7707 SW 117th Avenue Miami, FL 33173	1/Small (Owned)
Internal Services Department Fleet Management Division	Station 6 (Shop # 012)	15665 Biscayne Blvd. Miami, FL 33160	1/Medium (Leased)
Internal Services Department Fleet Management Division	Station 8 (Shop # 017)	10000 SW 142nd Avenue Miami, FL 33186	1/Small (Owned)
Internal Services Department Fleet Management Division	Station 9 (Shop # 019)	18802 NW 27th Avenue Miami, FL 33056	1/Medium (Leased)
Internal Services Department Fleet Management Division	Shop 2-Auto (Shop # 024)	6100 SW 87th Avenue Miami, FL 33173	2/Small (Owned)



Internal Services Department Fleet Management Division	Shop 3 Body Shop & Auction (Shop # 043)	8801 NW 58th Street Miami, FL 33178	None
Internal Services Department Fleet Management Division	Shop 3-Auto (Shop # 033)	8801 NW 58th Street Miami, FL 33178	1/Medium (Owned)
Internal Services Department Fleet Management Division	New Car Get Ready Facility (Shop # 040)	6100 SW 87th Avenue Miami, FL 33173	None
<b>DEPARTMENT</b>	<b>LOCATION</b>	<b>ADDRESS</b>	<b>Quantity/Size</b>
	<b>ISD Fleet Shops Heavy Equipment Operations</b>		
Internal Services Department Fleet Management Division	Shop 2-Truck (Shop # 020)	6100 SW 87th Avenue Miami, FL 33173	4/Medium (Leased)
Internal Services Department Fleet Management Division	Shop 3-Main (Shop # 030)	8801 NW 58th Street Doral, FL 33178	4/Medium (Leased) 2/Medium (Owned)
Internal Services Department Fleet Management Division	Shop 3A (Shop # 031)	18701 NE 6th Avenue Miami, FL 33179	2/Small (Owned)
Internal Services Department Fleet Management Division	Shop 3B (Shop # 032)	7900 SW 107th Avenue Miami, FL 33173	1/Medium (Leased)
Internal Services Department Fleet Management Division	Shop 3C-Const. /Weld. (Shop # 038)	8801 NW 58th Street Doral, FL 33178	2/Medium (Leased)
Internal Services Department Fleet Management Division	Shop 3D (Shop # 035)	10820 SW 211th Street Miami, FL 33189	2/Medium (Leased)
Internal Services Department Fleet Management Division	Tire Shop (Shop # 039)	8801 NW 58th Street Doral, FL 33178	None
Parks, Recreation, and Open Spaces Department	Kendall Shop	11395 SW 79 Street Miami, FL 33173	2/Medium (Leased)
Parks, Recreation, and Open Spaces Department	North Trade Shop	2000 SW 74 Place Miami, FL 33157	1/Medium (Leased)
Parks, Recreation, and Open Spaces Department	Beach Operations	10800 Collins Avenue Miami Beach, FL 33154	1/Medium (Leased)
Parks, Recreation, and Open	Zoo Miami	12400 SW 152 Street	2/Medium (Owned)

Spaces Department		Miami, FL 33177	
Parks, Recreation, and Open Spaces Department	Crandon Golf Park	4000 Crandon Blvd Key Biscayne, FL 33149	1/Small (Owned)
Parks, Recreation, and Open Spaces Department	Larry & Penny Thompson Park	12451 SW 184 Street Miami, FL 33177	1/Medium (Leased)
Parks, Recreation, and Open Spaces Department	Palmetto Golf	9300 SW 152 Street Miami FL 33157	1/Small (Leased)
Parks, Recreation, and Open Spaces Department	Country Club of Miami	6801 Miami Gardens Dr. Miami, FL 33015	1/Small (Owned)
Miami-Dade Transit	William Lehman Center	6601 NW 72nd Avenue Miami, FL 33166	1/Large (Leased)
Miami-Dade Transit	J. Bryant Metro-Mover Bldg.	100 SW 1st Avenue Miami, FL 33130	1/Large(Leased)
Miami-Dade Transit	Central Bus Maintenance	3431 NW 31st Street Miami, FL 33142	4/Medium (Leased) 1/Large (Leased)
Miami-Dade Transit	Support Services	3295 NW 31st Street Miami, FL 33142	10/Medium (Leased)
Miami-Dade Transit	Northeast Bus Services	360 NE 185th Street Miami, FL 33179	4/Medium (Leased) 1/Large (Leased)
Miami-Dade Transit	Coral Way Bus Maintenance	2775 SW 74th Avenue Miami, FL 33155	4/Medium (Leased) 1/Large (Leased)
Miami-Dade Water and Sewer Department	North District Waste Water Treatment Plant	2575 NE 151 Street Miami, FL 33160	1/Medium, 1/Large (Owned)
Miami-Dade Water and Sewer Department	Westwood Lakes	4801 SW 117 Avenue Miami, FL 33175	4/Medium, 1/ Large (Owned)
Miami-Dade Water and Sewer Department	Central District Wastewater Treatment Plant	3989 Rickenbacker Causeway Miami, FL 33149	2/Medium, 2/ Large. (3 Owned, 1 Leased)
Miami-Dade Water and Sewer Department	Distribution	1001 NW 11 Street Miami, FL 33136	1/Small, 4 Medium (Owned)
Miami-Dade Water and Sewer	South District Wastewater	8950 SW 232 Street	5/Medium

Department	Treatment Plant	Miami, FL 33190	(Owned)
Miami-Dade Water and Sewer Department	Alexander Orr Water Treatment Plant	6800 SW 87 Avenue Miami, FL 33173	2/Large (Owned)
Miami-Dade Water and Sewer Department	Hialeah Water Treatment Plant	800 West 3 Avenue Hialeah, FL 33010	1/Small, 1/Large, 1/X-Large (Owned)
Miami-Dade Water and Sewer Department	Medley Storeroom	7301 NW 70 Street Miami, FL 33166	1/Small (Owned)

**FB-00229  
AUTOMOTIVE PARTS WASHER MACHINE LEASE/MAINTENANCE & REPAIR LEASED MACHINES Solvent Type**

<u>ITEM NO</u>	<u>ESTIMATED QUANTITY OF MACHINES TO BE</u>	<u>MACHINES LEASED</u>	<u>COST PER/MONTH</u>	<u>COST PER/YEAR</u>
1 ~	20 Each	SMALL PARTS WASHERS	\$ _____	X 12= \$ _____
	30 Each	MEDIUM PARTS WASHERS	\$ _____	X 12= \$ _____
	3 Each	LARGE PARTS WASHERS	\$ _____	X 12= \$ _____
		X-LARGE PARTS WASHERS	\$ _____	X 12= \$ _____
		Total=	\$ _____	X 12= \$ _____

PERCENTAGE DISCOUNT OFFERED

**LEASED MACHINES Aqueous Solution Type**

<u>ITEM NO</u>	<u>ESTIMATED QUANTITY OF MACHINES TO BE</u>	<u>MACHINES LEASED</u>	<u>COST PER/MONTH</u>	<u>COST PER/YEAR</u>
1 ~	20 Each	SMALL PARTS WASHERS	\$ _____	X 12= \$ _____
	30 Each	MEDIUM PARTS WASHERS	\$ _____	X 12= \$ _____
	3 Each	LARGE PARTS WASHERS	\$ _____	X 12= \$ _____
		X-LARGE PARTS WASHERS	\$ _____	X 12= \$ _____
		Total=	\$ _____	X 12= \$ _____

PERCENTAGE DISCOUNT OFFERED

**Repairs to COUNTY OWNED MACHINES Solvent or Aqueous Solution Type**

ESTIMATED DOLLAR AMOUNT

1.b	\$10,000.00	PER/YEAR _____%	Total	\$ _____
	<u>PARTS FOR REPAIR OF</u>			
	<u>PARTS WASHERS</u>			

ESTIMATED NUMBER OF LABOR HOURS PER YEAR

1.c 150 Hours/PER YEAR LABOR RATE FOR \$ \_\_\_\_\_  
 per/hour Total \$ \_\_\_\_\_ REPAIR OF COUNTY OWNED PARTS  
WASHERS

**Preventative Maintenance on COUNTY OWNED Solvent MACHINES**

	<u>QUANTITY</u> <u>MACHINES</u> <u>QTY</u>	<u>OF</u>	<u>PREVENTIVE MAINTENANCE</u>	<u>PREVENTIVE</u> <u>COST PER/QUARTER</u>	<u>PREVENTIVE</u> <u>COST</u>	<u>PER/YEAR</u>
1.d	20 Each		SMALL PARTS WASHERS	\$ _____	X 4=	\$ _____
	30 Each		MEDIUM PARTS WASHERS	\$ _____	X 4=	\$ _____
	10 Each		LARGE PARTS WASHERS	\$ _____	X 4=	\$ _____
	1 Each		X-LARGE PARTS WASHERS	\$ _____	X 4=	\$ _____
			<u>Total</u>		<u>X 4=</u>	

Grand Total  
Yearly \_\_\_\_\_

**Preventative Maintenance on COUNTY OWNED Aqueous Solution MACHINES**

	<u>QUANTITY</u> <u>MACHINES</u> <u>QTY</u>	<u>OF</u>	<u>PREVENTIVE MAINTENANCE</u>	<u>PREVENTIVE</u> <u>COST PER/QUARTER</u>	<u>PREVENTIVE</u> <u>COST</u>	<u>PER/YEAR</u>
1.d	20 Each		SMALL PARTS WASHERS	\$ _____	X 4=	\$ _____
	30 Each		MEDIUM PARTS WASHERS	\$ _____	X 4=	\$ _____
	10 Each		LARGE PARTS WASHERS	\$ _____	X 4=	\$ _____
	1 Each		X-LARGE PARTS WASHERS	\$ _____	X 4=	\$ _____
			<u>Total</u>		<u>X 4=</u>	