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THIS IS NOT AN ADVERTISEMENT

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

FOR INFORMATION CONTACT:

Jose Cardona, 305-375-1082, cardoj@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

Procurement Officer: JOSE CARDONA

Bids will be accepted until 2:00 p.m. on _____, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

SECTION 2
SPECIAL CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for trash chute inspection, maintenance, cleaning and repair services.

2.2 TERM OF CONTRACT

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 Services Department, Procurement Management Section, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for three (3) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the three year period.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the County shall have the option to renew this contract for one additional three (3) year period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the bidder decline the County's right to exercise the option period, the County may consider the bidder in default which decision may affect that bidder's eligibility for future contracts.

2.4 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED BIDDERS IN THE AGGREGATE

Award will be made to two (2) lowest priced responsive and responsible bidders in the aggregate meeting the following minimum requirements.

1. Bidders shall provide the following information: contact person, telephone number, fax number and/or an e-mail address. This information shall be included in the Bidder's bid submittal form.
2. Bidders shall be regularly engaged in the goods and services being offered under this solicitation. Bidders shall submit three current references. The references listed must be customers to whom the bidder has provided the parts and services as described in the solicitation. The references must include the customer's company name, the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the goods and services listed throughout. The County may determine through the references that the bidder has sufficient expertise and experience.

SECTION 2
SPECIAL CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

In order to be considered for award, bidder(s) must submit an offer on all items listed in the solicitation. If a bidder fails to submit an offer for all items, its offer may be rejected. The lowest priced bidder shall be the primary bidder and shall have the initial responsibility to perform. In the event the primary bidder defaults, the secondary bidder shall be responsible for performing the contractual obligations. Award to multiple bidders is made for the convenience of the County and does not exempt any awarded bidder from fulfilling contractual obligations. Failure to perform may result in the bidder(s) being deemed in breach of contract.

2.5 PRICES

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year. The pricing adjustment requested for the inspection, maintenance and cleaning services shall be based on the Consumer Price Index for All Urban Consumers, Miami-Fort Lauderdale FL, All Items. The bidder may request a price change for parts based on Manufacturers Price Adjustment. The request must include proof of price increase (manufacturer's invoices or revised price list may be used to substantiate the request). The County, at its discretion, will determine the eligibility of the manufacturer's price adjustment.

It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the bidder's request for adjustment should be submitted 90 days prior to the anniversary of the contract date. The bidder adjustment request should not be in excess of the relevant pricing index change or manufacturers increase. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed to the then current prices. Any adjustment request received after the anniversary of the contract term may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

2.6 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Jose Cardona, email – cardo@miamidadegov.com.

2.7 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is highly recommended that the bidder visit the sites of the proposed work as listed in Section 4 and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions.

SECTION 2
SPECIAL CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

2.8 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 bidder. 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.

2.9 FACILITIES

2.9.1 ADDED

Although this solicitation 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. Bidder(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract bidder that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification to the award sheet.

2.9.2 DELETION

County departments may delete service for any facility (ies) when such service is no longer required during the contract term.

2.10 PURCHASE OF OTHER SERVICES / ITEMS:

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

2.11 COMPLIANCE/REGULATIONS/STANDARDS

2.11.1 FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action

SECTION 2
SPECIAL CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.11.2 FEDERAL STANDARDS

The services to be 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).

2.11.3 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Regulatory and Economic Resources, 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6789.

2.12 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 final 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.

2.13 DEFICIENCIES

The bidder 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 three (3) business days after such rejected defects, deficiencies, and/or non-conformances are reported to the bidder by the County's project administrator, who may confirm all such information in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services from secondary bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the incumbent bidder for default.

**2.14 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)
MINIMUM WAGES BASED ON THE DAVIS BACON ACT (Federal Funds Utilized)**

Since this contract is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the awarded Bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Miami-Dade County, Florida, as established in the Federal Area Wage Decision by the United States

SECTION 2
SPECIAL CONDITIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

Department of Labor. Additionally, all federal regulations and statues adopted by U.S Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Awarded Bidders(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies on their payroll whenever requested, allow the County to inspect their payrolls as it may deem necessary.

For current wage determinations, please refer to the Wage Determinations Online system (<http://www.wdol.gov/dba.aspx>) for complete information or contact 1-866-4USWAGE.

2.15 MIAMI-DADE PUBLIC HOUSING & COMMUNITY DEVELOPMENT (MDPHCD) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Public Housing & Community Development (MDPHCD). As a Federally-funded department, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.10 (Local Preference), Paragraph 1.27 (Office of the Inspector General), Paragraph 1.35 (County User Access Program - UAP) and Paragraph 1.43 (Small Business Contract Measures).

2.16 SECTION 3, REQUIREMENT FOR PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD PROJECTS ONLY)

This contract is a Section 3 covered activity (Miami-Dade Public Housing and Community Development (MDPHCD) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix "B", Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

Questions regarding "Section 3 Business" contract requirements may be faxed to Penelope Bivins, MPDHA Resident Services Coordinator to (786) 469-4151 or she can be contacted at (786)469-4133.

SECTION 2
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TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

2.17 IDENTIFICATION BADGES

Bidder's employees shall wear identification badges at all times showing the employee's picture, name, signature and company name/logo. Bidder shall also ensure employees wear appropriate protective clothing, shoes and other safety equipment as required. The County may request removal of any employee with an improper badge or not donned in appropriate protecting clothing.



SECTION 3
TECHNICAL SPECIFICATIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for inspection, cleaning, maintenance and repair services of existing trash chute systems and auxiliary equipment at various County facilities. All services rendered by the bidder shall result in the trash chute systems and auxiliary equipment being in compliance with the latest edition of the applicable Florida Building Code and National Fire Protection Agency (NFPA).

The awarded bidder shall be responsible for all labor, supervision, materials, equipment, and tools necessary to perform all services listed throughout this solicitation. Such materials and equipment shall be of a suitable type and grade for the purpose of its intended use. All material, workmanship, and equipment shall be subject to inspection and approval by the County.

3.2 TIME-RELEASE ODOR CONTROL SYSTEM

The awarded bidder shall provide a time-release odor control system for each trash chute system. The odor control system shall dispense an odor counteracting agent in a quantity and frequency that will effectively eliminate malodors. The odor control system shall be maintained in order for it to function continuously.

3.3 SERVICES

The awarded bidder shall meet with the County or designee after the commencement of the contract; and mutually agree upon written inspection maintenance and cleaning service schedule for the contract term. This process shall be followed upon any executed renewal term.

The following services shall be provided by the awarded bidder on a semi-annual basis (every six months) for all sites.

3.3.1 INSPECTION

Inspection refers to visual examinations. Bidder(s) shall look for signs of cleanliness, foreign matter and damage. During the inspection, bidder(s) shall be able to determine if the trash chute is in proper working condition.

3.3.2 MAINTENANCE

Maintenance refers to the proactive actions that will ensure that all trash chutes and auxiliary equipment remain in properly working condition.

The following is a list of items/parts within the trash chute system that shall be maintained. The list is neither all inclusive nor complete.

SECTION 3
TECHNICAL SPECIFICATIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

1. The chute system from the roof (where the vent cap is located) to the discharge/guillotine door at the bottom of the chute, including all floors.
2. All trash chute doors on each floor shall be maintained to reach proper closure and self-latching.
3. The vent cap to ensure that it is in place and is secure.
4. The discharge/guillotine door, its track and fusible link assembly to ensure proper closure, allowing the door to slide shut to prevent the spread of smoke and flames. The service is required in order to prevent trash from dispersing and fire from spreading through the trash chute. The guillotine door is designed to be kept open at all times. It is fitted with a UL-rated fusible link, which will melt when the temperature in the trash room reaches 165°. When the link melts, the door will slide shut, sealing off the chute.
5. All door areas, hydraulics and other parts shall be properly lubricated.
6. All screws and bolts of all hardware shall be properly in place.
7. The door-stop shall open at its prescribed angle.
8. All moving and hydraulic parts shall operate as required by original equipment manufacturer.
9. All door handles.
10. All fire stops.

3.3.3 CLEANING

Cleaning shall refer to the act of ensuring that the trash chute system and its auxiliary equipment are free from dirt; unsoiled and unstained resulting in its proper operation.

The following steps shall be implemented by the bidder to achieve cleanliness.

1. Remove all dirt and impediments from the inside of all chute doors and polish the outside.
2. Deodorize the ground floor trash room and dumpster containers to eliminate malodors.
3. Pressure-wash the entire main trash room floor.

3.4 REPORTING

Subsequent to the inspection, cleaning and maintenance services, the awarded bidder shall present a copy of the service report to the County.

The Trash Chute Service Report shall include at minimum:

- a. The condition of the walls of the chute
- b. The condition of the doors, hinges, closure, etc.
- c. The roof cap and ventilation system.
- d. Infestation of the inside and exterior cavity of the chute.

SECTION 3
TECHNICAL SPECIFICATIONS

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

- e. Bacteriological growth and identifications.
- f. Describe the before and after cleanness status of the chute system and trash rooms.
- g. Needed or recommended repairs and estimated time of completion.

3.5 REPAIR

Repair services shall be provided by the awarded bidder for all sites. Repair shall refer to the replacement of parts.

All repairs must be approved by the County prior to commencement of work and its completion shall not exceed the number of days stated in the trash chute service report, unless mutually agreed in writing between the bidder and County. Failure from the awarded bidder to complete the repair within the require number of days may result in the cancellation of the order.

3.5.1 INSTALLATION

Installation shall include the removal and disposal of trash chute parts being replaced and the installment of the new item(s) leaving the unit in proper working condition.

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
, 2012



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: **ISD/PM** Date Issued: This Bid Submittal Consists of
J.Cardona Pages **14** through **26**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
**TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR
SERVICES**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 910, 962-21	
Procurement Contracting Officer: Jose Cardona	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
1.	Site 270-Smather Plaza, 935 SW 30 th Ave/2970 SW 9 th St. Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
2.	Site 310-Stirrup Plaza, 3150 Mundy St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
3.	Site 311-South Miami Plaza, 6701 SW 62 nd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
4.	Site 320-Biscayne Plaza, SW 288 th St & 152 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
5.	Site 270-Jose Marti Plaza, 154 SW 17 th Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
6.	Site 270-Little Havana Homes, 1255 SW 1 st St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
7.	Site 280-Harry Cain, 490 NE 2 nd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
8.	Site 221-Parkside I & II, 333/357 NW 3 rd St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
9	Site 221-Jack Orr Plaza, 550 NW 5 th St Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
10.	Site 210-Wynwood Elderly, 3300 NW 3 rd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
11.	Site 230 - Phyllis Wheatley, 1701 NW 2 Ct Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
12.	Site 232 - Claude Pepper, 750 NW 18 Terr Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
13.	Site 231 - Helen Sawyer, 1150 NW 11 St/Rd Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
14.	Site 240 - Haley Sofge Towers, 800/750 NW 13 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
15.	Site 240 - Martin Fine Villas, 1301 NW 7 St Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.
16.	Site 241 - Robert King High, 1403/05 NW 7 St Inspection, Maintenance and Cleaning Services	2 Services	\$_____ per svc.
	Odor control system service and maintenance	12 Services	\$_____ per svc.

SECTION 4
BID SUBMITTAL FOR:
TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
17.	Site 250 - Dante Fascell, 2929 NW 18 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
18.	Site 260 - Three Round Towers, 2920 NW 18 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
19.	Site 130 - Little River Plaza, 8401 NW 5 Place Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
20.	Site 130 - Emmer Turnkey, 7820 N Miami Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
21.	Site 130 - Peters Plaza, 191 NE 75 St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
22.	Site 110 - Lemon City, 150 NE 69 St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
23.	Site 180 - Edison Plaza, 200 NW 55 St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
24.	Site 120 - Ward Tower, 2200 NW 54 St. Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
25.	Site 121 - Ward Towers (ALF), 5301 NW 23 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
26.	Site 150 - Palm Courts, 930 NW 95 St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
27.	Site 150 - Palm Towers, 950 NW 95 St Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
28.	Site 160 - Palmetto Gardens, 16850 NW 55 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$ _____ per svc.
	Odor control system service and maintenance	12 Services	\$ _____ per svc.
Repair Services – prices below shall be for standard items for 1 year			
29.	Tee Handle with Latch Assembly	67	\$ _____ part cost \$ _____ install cost
30.	Thumb Latch assembly	67	\$ _____ part cost \$ _____ install cost
31.	4 ½ “ Spring Hinges	67	\$ _____ part cost \$ _____ install cost
32.	12” Spring Hinges	67	\$ _____ part cost \$ _____ Install cost
33.	8” Hydraulic Door Closer	67	\$ _____ part cost \$ _____ install cost
34.	10” Hydraulic Door Closer	67	\$ _____ part cost \$ _____ install cost
35.	4” Pull Handle, no additional sizes	67	\$ _____ part cost \$ _____ install cost
36.	15” Piano style hinge	67	\$ _____ part cost \$ _____ install cost
37.	18” Piano style hinge	67	\$ _____ part cost \$ _____ install cost

SECTION 4
BID SUBMITTAL FOR:
TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
38.	21" Piano style hinge	67	\$ _____ part cost \$ _____ install cost
39.	24" Piano style hinge	67	\$ _____ part cost \$ _____ install cost
40.	Trash chute bottom hinged door 15" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
41.	Trash chute bottom hinged door 18" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
42.	Trash chute bottom hinged door 21" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
43.	Trash chute bottom hinged door 21" x 21", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
44.	Trash chute bottom hinged door 24" x 24", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
45.	Trash chute side hinged door w/sleeve 15" x 15" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
46.	Trash chute side hinged door w/sleeve 15" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
47.	Trash chute side hinged door w/sleeve 18" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
48.	Trash chute side hinged door w/sleeve 21" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
49.	Trash chute side hinged door w/sleeve 21" x 21" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
50.	Trash chute side hinged door w/sleeve 24" x 24" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code.	67	\$ _____ part cost \$ _____ install cost
51.	Fire Stop or Door Stop Replacement. Requires a 90 degree bend piece of metal sheet on left side of each door capable of preventing fire from spreading. Door stop should limit trash chute door from striking the wall.	67	\$ _____ part cost \$ _____ install cost

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

Item No.	Description	Estimated Quantity/ Unit Measures For 1 Year	Unit Price
52.	Rebuild Door (any size) Includes replacement of all defective parts (piano hinge) and welding of door frame	67	\$ _____ part cost \$ _____ install cost
53.	Guillotine Service in accordance with Section 3, Paragraph 3.3.2A	67	\$ _____ part cost \$ _____ install cost
54.	18" Guillotine/Discharge Door	67	\$ _____ part cost \$ _____ install cost
55.	24" Guillotine/Discharge Door	67	\$ _____ part cost \$ _____ install cost
56.	30" Guillotine/Discharge Door	67	\$ _____ part cost \$ _____ install cost
57.	18" Trash Chute Elbow	67	\$ _____ part cost \$ _____ install cost
58.	24" Trash Chute Elbow	67	\$ _____ part cost \$ _____ install cost
56.	30" Trash Chute Elbow	67	\$ _____ part cost \$ _____ install cost
59.	18" Trash Chute Vent Cap	67	\$ _____ part cost \$ _____ install cost
60.	24" Trash Chute Vent Cap	67	\$ _____ part cost \$ _____ install cost
61.	30" Trash Chute Vent Cap	67	\$ _____ part cost \$ _____ install cost
62.	Fusible Link for guillotine/discharge door	67	\$ _____ part cost \$ _____ install cost
63.	S-Hooks for guillotine/discharge door	67	\$ _____ part cost \$ _____ install cost
TOTAL \$			

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

<u>Reference:</u>	<u>Bidders Information</u>	<u>Check As Completed:</u>
<p>Miami-Dade County may at its sole discretion, allow the bidder(s) to complete or supplement the qualification requirements documentation during the bid evaluation period.</p>		
2.4.1	<p>Bidder shall have an office from which it conducts business. This facility shall be equipped with a facsimile (FAX) machine. The bidder shall have an e-mail address.</p> <p>Office address: _____ _____ _____</p> <p>Fax No. _____</p> <p>E-Mail _____</p>	<input type="checkbox"/>

**SECTION 4
 BID SUBMITTAL FOR:
 TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

<u>Reference:</u>	<u>Bidders Information</u>	<u>Check As Completed:</u>
Bidder shall be regularly engaged in the business of providing trash chute cleaning, maintenance and repair services. Bidders(s) shall provide:		
2.4.2	<p>Bidder must provide at least three (3) references. Reference(s) must be listed in the bidder's submittal. The reference(s) listed must be recent or current customers for whom you have provided the services described in this solicitation during the past year.</p> <p>Bidder must provide the following information for the references provided above:</p> <ul style="list-style-type: none"> i. Company name, contact person, title, and telephone number of the person who can verify that the bidder has successfully provided the service under this bid. ii. Facility type (i.e. Office bldg. condominiums, warehouse, etc.) iii. Address of the facility iv. Date of contract commencement and full term of the contract. <p>Reference No. 1</p> <p>COMPANY NAME _____</p> <p>CONTACT PERSON _____</p> <p>TITLE OF PERSON _____</p> <p>TELEPHONE NUMBER _____</p> <p>FACILITY TYPE BEING SERVICED _____</p> <p>ADDRESS OF THE FACILITY _____</p> <p>DATE OF CONTRACT COMMENCEMENT AND TERM OF CONTRACT _____</p>	<input type="checkbox"/>

SECTION 4
BID SUBMITTAL FOR:
TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

<u>Reference:</u>	<u>Bidders Information</u>		
	Reference No. 2 COMPANY NAME _____ CONTACT PERSON _____ TITLE OF PERSON _____ TELEPHONE NUMBER _____ FACILITY TYPE BEING SERVICED _____ ADDRESS OF THE FACILITY _____ DATE OF CONTRACT COMMENCEMENT AND TERM OF CONTRACT _____	_____ _____ _____ _____ _____ _____ _____	<input type="checkbox"/>
	Reference No. 3 COMPANY NAME _____ CONTACT PERSON _____ TITLE OF PERSON _____ TELEPHONE NUMBER _____ FACILITY TYPE BEING SERVICED _____ ADDRESS OF THE FACILITY _____ DATE OF CONTRACT COMMENCEMENT AND TERM OF CONTRACT _____	_____ _____ _____ _____ _____ _____ _____	<input type="checkbox"/>

SECTION 4
BID SUBMITTAL FOR:
TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR
SERVICES

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: **TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE AND REPAIR SERVICES**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon bidder registration. Failure to register as a bidder within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the bidder ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the bidder ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. _/_ - _/ / / / / / / _

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS

APPENDIX (B)
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)
SECTION 3 OF THE HUD ACT OF 1968

CONE OF SILENCE EXEMPTION: PHCD staff and bidders may communicate orally while a bid is in progress and prior to award of bid to clarify Section 3 definitions, requirements and business preference procedures, pursuant to the Miami-Dade Commission on Ethics opinion on March 10, 2004.

I. GENERAL REQUIREMENTS FOR PHCD ONLY

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135 as amended by interim rule published on June 30, 1994 (59 FR 33866). Bidders interested in receiving copy of this regulation may email their request to Public Housing and Community Development (PHCD) Resident Services Unit at section3@miamidade.gov. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative marketing plan requirements, which require the contractor to take all necessary affirmative marketing steps to ensure small, minority and women owned business enterprises are used only, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

The term "Section 3 business" is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade Income Limits") or whose firms include 30% of these persons as full-time employees.

The term "new hires" is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term "Section 3 Resident" is defined as follows:

A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2012 INCOME LIMITS

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income (50%)	\$23,000	\$26,250	\$29,550	\$32,800	\$35,450	\$38,050	\$40,700	\$43,300
Low-Income (80%)	\$36,750	\$42,000	\$47,250	\$52,500	\$56,700	\$60,900	\$65,100	\$69,300

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of PHCD requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a PHCD pre-certified Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, "Section 3 Business Priority Rankings", if that bid: is within the maximum total contract price established in PHCD's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, up to \$9,000
When the lowest responsive bid is between:	
\$100,000, but less than \$200,000	9% of that bid, up to \$16,000
\$200,000, but less than \$300,000	8% of that bid, up to \$21,000
\$300,000, but less than \$400,000	7% of that bid, up to \$24,000
\$400,000, but less than \$500,000	6% of that bid, up to \$25,000
\$500,000, but less than \$1 million	5% of that bid, up to \$40,000
\$1 million, but less than \$2 million	4% of that bid, up to \$60,000
\$2 million, but less than \$4 million	3% of that bid, up to \$80,000
\$4 million, but less than \$7 million	2% of that bid, up to \$105,000
\$7 million or more	1 %of lowest/responsive bid, with no dollar limit

3. For information on how to become a PHCD-certified Section 3 business, download application at www.miamidade.gov/housing/section3 or email, PHCD Resident Services Unit, at section3@miamidade.gov.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, "Section 3 Business Preference Claim"** (Attachment 2) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents to Be Submitted with Each PHCD Bid (When Subcontracting is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures (PHCD Projects Only)".
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
PR#1: 51% or more owned by PHCD public housing residents, **or** whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);

PR#2: Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc., at 305- 377-9922, or Fax 305-373-9922 (**Category 2 Businesses**);

PR#3: 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);

PR#4: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4, for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH PHCD BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (PHCD only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with the bid (see Appendix Attachment 1). An executed Plan document is the bidder’s certification that he or she will take all necessary affirmative marketing steps required, in connection with PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards; and (b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, “Section 3 Business Preference Claim”* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by PHCD as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (PHCD PROJECTS ONLY)

1. The contractor must submit required PHCD post-award forms (presented at a PHCD post-award meeting), during the performance of the contract in the frequency and format requested by PHCD.
2. Contractor will be required to submit documentation to PHCD of efforts and results made to train and employ Section 3 residents (resulting from PHCD awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by PHCD.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this PHCD project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, “Section 3 Resident Priority Order for Training and Employment Opportunities”, no.8, below.

4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through PHCD projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using PHCD forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from PHCD awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. PHCD public housing residents (Category 1 residents);
2. Participants in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922, or Fax 305-373-9922 (Category 2 residents);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (Category 3 residents); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low or very low-income person, as defined, in the current Miami-Dade Income limits (Category 4 residents).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact the South Florida Workforce, at 305-693-2060, 7900 NW 27 Avenue, Miami, FL 33147.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The awarded contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

- apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name: _____ Contact Name: _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135.

Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions only if subcontracting is permitted) Resulting from all PHCD Project Awards

1. The PHCD Section 3 Coordinator may assist by providing referrals for economic opportunities from public housing, other housing program recipients and Section 3 residents.
2. Advertise at job site and surrounding neighborhood for targeted workers and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youth build employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Public Housing Agency projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and sub consultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Consultant is responsible for collection of sub consultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when sub consultant(s) hire workers for vacant or new positions in connection with PHCD awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful PHCD bidder only, and will be distributed at each pre-construction meeting.

Contractor's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable only on Projects which permit Subcontracting).

Consultant will follow Plan's affirmative marketing steps for each PHCD award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide PHCD with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested sub consultants that may meet the criteria to become a certified S-3 business to *PHCD Resident Services Unit* for S-3 business application assistance. The application to become a Section 3 pre-certified business is available at <http://www.miamidade.gov/housing/section3.asp>.
2. You may solicit Section 3 pre-certified businesses from PHCD S-3 business lists by emailing a request to the Section 3 Coordinator at section3@miamidade.gov.
3. Contact *Division of Small Business Development (SBD)*, 305-375-3111 or via email miamidade.gov to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 sub consultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
5. Fax, send or deliver "**Sub consultant Solicitation to Section 3, Small, Minority and Women Businesses**" form, to all prospective sub consultant firms solicited for each PHCD award.
6. Allow each sub consultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "**Letters of Intent**" forms received from S-3, small, and minority, and women-owned sub consultants. Request sub consultants not interested or unavailable to bid to provide consultant with "**Certificate of Unavailability**" form.
7. Use the "**Outreach Documentation Form**" to document recruitment and follow-up with sub consultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses; second, if the sub consultant's bid amount would make the project infeasible.
9. Submit the following evidence to PHCD when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include Document 00430, "List of Subcontractors/Sub consultants", and, from consultant and its sub consultants or subcontractors, Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Sub consultant Certification".
10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and sub consultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted)

To obtain copies or additional information send request to PHCD Section 3 Coordinator at email section3@miamidade.gov).

Sign and Print Firm Official's Name and Title

Submission Date ____/____/____

Firm Name/Address

Firm Telephone and Fax Numbers: _____

SECTION 3 BUSINESS PREFERENCE CLAIM FORM

This document applies to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. The S-3 Business application is available at <http://www.miamidade.gov/housing/section3.asp> or by request to the Section 3 Coordinator, at email section3@miamidade.gov.

Only initial those items applicable to your firm.

1. _____ (Initial) _____ (Firm Name) was certified by PHCD as a S-3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.
2. _____ (Initial) Firm's original business certification was based on proof that firm owner was low or very low income. Firm owner's current family income meets the definition of a very-low or low-income household.
3. _____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
4. _____ (Initial) Said firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
5. _____ (Initial) Said firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to PHCD Office of Compliance staff), Documents 00401, "Resident or Employee Preference Claim" and 00402, "Household Income Verification", or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

if items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER'S S-3 BUSINESS PREFERENCE CLAIM.

BID NUMBER _____ BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: ____ / ____ / ____