



ADDENDUM NO. 2

January 16, 2013

TO: All Prospective Bidders

SUBJECT: BID NO.: 6938-2/22

TITLE: Garbage Collection and Disposal Services

BID OPENING DATE: January 23, 2013 (see below)

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

1. Replace Section 3.0, paragraph 3.1 with the attached.
2. Pricing portion of the Invitation to Bid (Excel spreadsheet) has been changed, the revised spreadsheet is titled 6938 Pricing Addm. 2. Bidders are reminded that only electronic submission of this section is allowed. Revised document is available on the County website. <https://www.miamidade.gov/DPMww/SolicitationList.aspx>
Items 9.17, 9.18, 9.25, 9.32, 9.45, 10.48, 10.49, 10.50, and 13.3 are affected.
3. Replace the supplier Sub-Contractor Listing found in Appendix A with the attached.

The following questions and answers are provided for information purposes only:

- Q.** On the flat rate roll off, open top and compactors services, we need to know the average tonnages per line item.
- A.** That information is not currently available.

- Q.** Are franchise fees included in the rates bid? Can they be broken down by line item?
- A.** Franchise fees are included in the flat rates (see Para. 3.1, pg. 17). Yes they can be shown as a separate line item on the invoice (see Para. 2.9, pg. 5).
- Q.** Will this work be awarded to the lowest bidder for all lots or will it be awarded to multiple bidders?
- A.** The work will be awarded to the lowest responsive and responsible bidder by site, this may result in multiple bidders being awarded a portion of the bid (see Para. 2.5, pg. 2).
- Q.** Is it possible to allow for highlighting or an additional column that is unprotected on the pricing spreadsheet?
- A.** The existing spreadsheet format will not be changed.
- Q.** What is the date of the first bid addendum?
- A.** Addendum number one was issued January 7, 2013
- Q.** Local ordinances prohibit service prior to 7:00 AM due to residential area.
- A.** The County expects successful bidders to comply with current ordinances and statutes currently in place.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County

Abelin Rodriguez
Procurement Contracting Officer

3.1 **SCOPE OF WORK**

The purpose of this solicitation is to award a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County. The service locations vary to include County owned multi-story office buildings, parks, single family homes and wet screen hauling services (Sewage contaminated; rags, wood, tree branches, etc.). Successful bidders are required to furnish and provide all labor, material, equipment, and supplies necessary to perform the required services stated herein. ***All service timeframes shall be adhered to by the successful bidder(s); except in such cases where the service will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the successful bidder shall notify the County of the delays in advance of the original delivery date (wherever possible) so that a revised service schedule can be appropriately considered by the County.*** Prices offered shall include all rental, pick-up, disposal and collection fees, franchise fees, environmental fees, fuel cost, fuel recovery fees, fuel surcharges, shipping, transportation cost including landfill fees, franchise fees and all other incidental expenses including local, state and federal fees and taxes.

The successful bidders for containers that are serviced on demand must provide same day service if contacted before noon, if contacted after 12:00 PM service must be provided within twenty-four (24) hours of notice including holidays . Recurring and on demand services shall be provided even if the scheduled collection day falls on a holiday, no exceptions. The only time this request will be excused is when "ALL" of the County landfills are closed at once.

Name of Bidder/Proposer: _____ FEIN # _____

Bid No.: _____ Title: _____

In accordance with Ordinance No. 97-04, a bidder/proposer who is awarded this bid/contract shall not change or substitute the portions of the contract work to be performed or materials to be supplied from those identified, except upon written comparable listing meeting this requirement, **MUST** be completed, signed and submitted with the bid/proposal, and subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic of tier subcontractors. The number of males and females and the number by race/ethnicity for owners and employees must be reported. that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is accurate. The successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County as soon as it becomes available and, in any event, prior to final payment under the contract.

The above requirements apply to bidders/proposers of County contracts for purchases of supplies, materials or services that involve expenditures of \$100,000 or more, and all bidders/proposers on County or Public Health Trust construction contracts of \$100,000 or more.

Business Name and Address of First Tier Subcontractor/Subconsultant or Direct Supplier	Name of Principal Owner and % of Ownership	Scope of Work to be Performed by Subcontractor/Subconsultant or Supplies/Materials/Services to be Provided by Supplier

Mark here if race, gender and ethnicity information will be provided at a later date. This data may be submitted on a separate sheet to the Division of the Regulatory and Economic Resource Department at <http://www.miamidade.gov/business/businessdevelopment>

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge and belief.

Bidder/Proposer's Signature

Print Name

Print Title



ADDENDUM NO. 1

TO: All Prospective Bidders

SUBJECT: BID NO.: 6938-2/22

TITLE: Garbage Collection and Disposal Services

BID OPENING DATE: January 23, 2013

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

1. Remove and replace the first and second page of the package with the attached. Bid number has been corrected on these two pages.
2. Pricing portion of the Invitation to Bid (Excel spreadsheet) has been re-formatted to allow for easier printing. Bidders are reminded that only electronic submission of this section is allowed. Revised document is available on the County website.
<https://www.miamidade.gov/DPMww/SolicitationList.aspx>
3. Reference section 2 paragraph 2.7, Examination of Site. Some service locations at Miami International Airport (MIA) may be difficult to see from public areas. The County will offer bidders an opportunity to see all sites associated with MIA on January 16, 2013 starting at 9:00 AM. County provided transportation will depart from Building #728 located at 67th Avenue NW 22 St. The tour will take approximately two hours. Bidders must contact Mr. Abelin Rodriguez at (305) 375-4744 or abelin@miamidade.gov not later than 3:00 PM on January 15th to reserve one of the very limited number of seats. This will be the only official tour of MIA sites available.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County

Abelin Rodriguez
Procurement Contracting Officer

**INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION**



miamidade.gov

BID NO.: 6938-2/22

**OPENING: 2:00 P.M.
Wednesday
January 23, 2013**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

GARBAGE COLLECTION AND DISPOSAL SERVICES

FOR INFORMATION CONTACT:

Abelin Rodriguez, 305-375-4744, abelin@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, FLORIDA

INVITATION TO BID

Bid Number: 6938-2/22

Bid Title: Garbage Collection and Disposal Services

Procurement Officer: A. Rodriguez

Bids will be accepted until 2:00 p.m. on January 23, 2013

Bids are to be submitted to the following address:

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, FL. 33128-1983

BID SUBMISSION PACKAGE AND PRICE PROPOSAL REQUIREMENTS

Bidders shall in hardcopy format submit to the Clerk of the Board, two (2) original, complete Bid Submittal Packages by the Bid Opening Date in a sealed envelope/container or as set forth below.

The sealed envelope/container shall consist of two (2) copies of the following information to be deemed responsive to this solicitation in the quantities noted above:

- 1 Executed Bid Submittal Form (Pg. 25 and 26)
- 2 Executed Acknowledgement of Addenda Form (Pg. 24)
- 3 Executed Affidavits Package (Appendix A – 3 pages)
- 4 Miami-Dade County Haulers Permit. For further detail, please refer to Section 2, Paragraph 2.5.
- 5 Letter of Authorization from the landfill operator for disposal of wet screen hauling for Group 12. For further detail, please refer to Section 2, Paragraph 2.5 for bidders qualifications for Group 12.
- 6 Price Proposal on CD or USB Flash Drive in Microsoft Excel format.

PRICE PROPOSALS MUST BE SUBMITTED IN ELECTRONIC FORMAT

Bidders are required to submit an electronic version of the Price Proposal in Microsoft Excel format utilizing a Price Proposal Spreadsheet available online at <https://www.miamidade.gov/DPMww/SolicitationList.aspx> . Bidders shall only fill in the unit prices of the requested items on the Price Proposal Spreadsheet and shall not alter any calculation formulas contained in the Price Proposal Spreadsheet. The final

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION



BID NO.: 6932-2/22

**OPENING: 2:00 P.M.
Wednesday
January 23, 2013**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

GARBAGE COLLECTION AND DISPOSAL SERVICES

FOR INFORMATION CONTACT:

Abelin Rodriguez, 305-375-4744, abelin@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 SERVICES DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6932-2/22

Bid Title: Garbage Collection and Disposal Services

Procurement Officer: A. Rodriguez

Bids will be accepted until 2:00 p.m. on January 23, 2013

Bids are to be submitted to the following address:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, FL. 33128-1983**

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Bidders shall in hardcopy format submit to the Clerk of the Board, two (2) original, complete Bid Submittal Packages by the Bid Opening Date in a sealed envelope/container or as set forth below.

The sealed envelope/container shall consist of two (2) copies of the following information to be deemed responsive to this solicitation in the quantities noted above:

- 7 Executed Bid Submittal Form (Pg. 25 and 26)
- 8 Executed Acknowledgement of Addenda Form (Pg. 24)
- 9 Executed Affidavits Package (Appendix A – 3 pages)
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- 11 Letter of Authorization from the landfill operator for disposal of wet screen hauling for Group 12. For further detail, please refer to Section 2, Paragraph 2.5 for bidders qualifications for Group 12.
- 12 Price Proposal on CD or USB Flash Drive in Microsoft Excel format.

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

price will either be automatically calculated by the Price Proposal Spreadsheet or such final price will be calculated by the County after submittal. Only the Price Proposal Spreadsheet in electronic format as specified herein will be accepted. No equivalent format shall be accepted. Failure to do so shall render the bid submittal non-responsive.

The Price Proposal Spreadsheets shall be on submitted either: (1) on a Compact Disk (CD) or USB Flash Drive bearing a label on the outside containing the Invitation to Bid (ITB) number and title and the name of the Bidder, prior to the Bid Opening Date. Electronic submittals will not be returned to the Bidder.

Bids will be publicly opened with only the names of the bidders being announced.

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.

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.

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.

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.**

SECTION 1
GENERAL TERMS AND CONDITIONS

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 general 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/itb-terms-conditions.asp>

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County. Service locations vary from multi-story office buildings to single family homes.

2.2 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on January 11, 2013 at 10:00 AM in the Stephen P. Clark Center, 111 NW 1 St., Miami, FL. 33128 in conference room no. 18-3 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.3 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department (ISD), Procurement Management Services Division (PMS), and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the five (5) years period.

2.4 OPTION TO RENEW

Prior to, or upon completion, of the initial five year period, the County shall have the option to renew this contract for an additional two, two (2) year periods.

2.5 METHOD OF AWARD:

Award will be made to the lowest priced responsive and responsible bidder on an item by item basis for every location listed in each group (identified in Section 3.0). *In cases where an item contains more than one level of service or facility, failure to bid on all service levels or facilities of the item will deem the bidder non-responsive for that item.*

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

Minimum Requirements:

- Bidders are required to submit a copy of their current General Hauler Permit (garbage) issued by Miami-Dade County
- Three (3) references from current customers that contain the following information: company name, address, reference name, title, contact number and email. The reference(s) must be able to verify that the bidder has successfully provided the services being solicited under this solicitation.

Bidders who are competing for Group 12 ONLY (wet screen hauling)

- In addition to the above must provide a signed letter of commitment from a permitted landfill facility willing to accept wet screen debris. This letter must be signed and be presented on the landfill facility letterhead with a contact person name and phone number and state that the landfill is permitted and willing to accept wet screen debris.

2.6 PRICES

The initial contract prices resulting from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. The County may consider price adjustments which would take effect on the anniversary of the initial effective date. The pricing adjustment may be upward or downward but shall not be in excess of the Consumer Price Index, for all urban consumers, all items in the Miami – Ft. Lauderdale area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

It is the awarded bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received with less than ninety days in the then current contract may not be considered. If no adjustment request is received from the awarded bidder, the County will assume that the awarded bidder has agreed that the next year term will be without any upward price adjustment. 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 for the additional term(s) based on the downward movement of the applicable index.

2.7 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is recommended that the bidder visit the site of the proposed work 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. The successful bidder is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

2.8 INSURANCE REQUIREMENTS

For all groups other than nine (9) see Section 1.0, paragraph 1.21.

2.8.1 INSURANCE (Group 9 only) – CONTRACTOR/MAINTENANCE/REPAIR

Provider(s) awarded under Group 9 shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The bidder shall furnish to the Bidder Assistance Section, Internal Services Department, Procurement Management Services Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- B. General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

Under no circumstances are Successful bidders permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

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

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

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

amount charged per site cannot exceeded the amount awarded/authorized per site. Invoices showing any charges not authorized by Internal Services Department (ISD), Procurement Management Services Division (PMS) may not be processed resulting in delay of payment.

2.10 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at abelin@miamidade.gov.

2.11 INITIAL DELIVERY OF CONTAINERS

The successful bidders will be notified of the sites awarded to them by the Internal Services Department (ISD), Procurement Management Services Division (PMS). There will be a seven day transition period, allowing for the smooth transition from the existing contractor to the 'new' successful bidder at sites affected. It is the responsibility of on the 'new' successful bidder to contact the site manager and arrange for an un-interrupted transition of service.

2.12 CHANGES IN SERVICES TO AWARDED SITES

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that the County reserves the right to add or delete services for any facility during the contract period. Award of additional services and/or facilities shall be made at the discretion of the County.

2.13 CONTAINER PLACEMENT

The movement of a container from one location to another location within a site shall not be interpreted as a new site and no additional fees for the move will be charged by the successful bidder. Placement of containers shall be as directed by the County's Site Manager.

2.14 DELETION OF SERVICE

Should the County decide to delete a service or facility, the awarded bidder shall remove the respective container(s) within fourteen (14) calendar days of the notice. Site conditions around the container shall be left clean and safe as approved by the site manager.

2.15 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 Permitting, Environment and Regulatory Affairs Office, 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

2.16 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT EXEMPTION TO CERTAIN CLAUSES

The contract for Group 10 awarded under this solicitation will be accessed by the Miami-Dade Public Housing and Community Development (PHCD). As a Federally-funded agency, the following clauses within this solicitation do not apply to that Department's purchases:

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.27 (Office of the Inspector General), Section 1 Paragraph 1.35 (County User Access Program - UAP), Section 1 Paragraph 1.43 (Small Business Contract Measures) and Section 1 Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).

2.17 SECTION 3 CLAUSES (Group 10)

- 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. (See attached Appendix B).
- 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 successful bidder agrees to send to each labor organization or representative of workers with which the successful bidder has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the successful bidder'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 successful bidder 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 successful bidder will not subcontract with any subcontractor where the successful bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The successful bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the successful bidder 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 successful bidder's obligations under 24 CFR part 135.

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

- 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).

2.18 USE OF FEDERAL FUNDING

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

2.19 FEDERAL STANDARDS

All 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).

2.20 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.

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

SECTION 2
SPECIAL CONDITIONS

Garbage Collection and Disposal Services

- 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 Division 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.

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Garbage Collection and Disposal Services

- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
 - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
 - (xi) In warehouse cargo handlers.
- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year I which the work is performed.

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- 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 <http://www.miamidade.gov/business/reports-living.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

SECTION 2
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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

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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.

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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

SECTION 2
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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.

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- 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.

If the total contract value, per term, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at <http://www.miamidade.gov/govaction/matter.asp?matter=083345&file=true&yearFolder=Y2008> . A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdf/AO3-30.pdf>.

2.21 LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the successful bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the successful bidder is supplying equipment in conjunction with this contract, the bidder agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The successful bidder shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

SECTION 3
TECHNICAL SPECIFICATIONS

Garbage Collection and Disposal Services

3.2 SCOPE OF WORK

The purpose of this solicitation is to award a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County. The service locations vary to include County owned multi-story office buildings, parks, single family homes and wet screen hauling services (Sewage contaminated; rags, wood, tree branches, etc.). Successful bidders are required to furnish and provide all labor, material, equipment, and supplies necessary to perform the required services stated herein. Prices offered shall include all rental, pick-up, disposal and collection fees, franchise fees, environmental fees, fuel cost, fuel recovery fees, fuel surcharges, shipping, transportation cost including landfill fees, franchise fees and all other incidental expenses including local, state and federal fees and taxes.

The successful bidders for containers that are serviced on demand must provide same day service if contacted before noon, if contacted after 12:00 PM service must be provided within twenty-four (24) hours of notice including holidays . Recurring and on demand services shall be provided even if the scheduled collection day falls on a holiday, no exceptions. The only time this request will be excused is when "ALL" of the County landfills are closed at once.

3.3 SERVICE REQUIREMENTS

- Successful bidder(s) shall supply metal and/or plastic containers designed for the storage of trash and garbage, maintenance of said containers, collection of the refuse, and legal disposal of same.
- Successful bidder(s) shall comply with the pickup schedules given in the description of the items (Section 4/Bid Submittal Form). Where no specific day or time is given for pickup, it shall be as mutually agreed upon with the site manager. The successful bidders shall be available for emergency calls or services at all times. The County reserves the right for either AM or PM service. Pickup schedules shall be arranged with the user departments.
- Successful bidder(s) shall remove graffiti from its containers within three (3) calendar days of notification and insure containers remain in proper operating condition at all times. Type and appearance of the containers must be acceptable to the site manager.
- Successful bidder(s) must insure that all garbage has been removed from within and around the container, the pick-up location must be left debris free.

3.3 SERVICE LOCATIONS/LEVELS

The name and address of the County owned facility(s), container size(s), additional equipment (if required) and the frequency of service are provided in Section 4.0 for each line item.

The facilities are grouped under thirteen (13) County-wide departments as follows:

Group 1- Internal Services Department

Group 2 - Corrections and Rehabilitation Department

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Garbage Collection and Disposal Services

Group 3 - Seaport Department
Group 4 - Animal Services Department
Group 5 - Vizcaya Museum
Group 6 - Public Works and Waste Management
Group 7 - Cultural Affairs
Group 8 - Parks Recreation and Open Spaces
Group 9 - Aviation
Group 10 - Public Housing and Community Development
Group 11 - Water and Sewer Department
Group 12 - Wet Screen Hauling (Water and Sewer)
Group 13 - Community Action and Human Services

Items that will be awarded will have one (1) service level requirement of the following categories:

- Facility with one address and a single level of service.
- Facility with one address and multiple levels of service.
- Facilities with multiple addresses and a single level of service

3.4 CONTAINERS

Successful bidder(s) shall supply metal and/or plastic containers designed for the storage of trash and garbage, maintenance of said containers, collection of the refuse, and legal disposal of same. Below are some of the types of trash and garbage containers currently required by the County:

- 30 to 45 gallon metal or plastic containers. Containers are owned by the resident, retrieved from the sidewalk or shoulder of the road, emptied, and returned to same. Servicing these containers may require the manual emptying of them into the refuse truck.
- 36 and 96 gallon metal or plastic containers. Containers are owned by the successful bidder, retrieved from the sidewalk or shoulder of the road (except item 10.56B) emptied, and returned to same. The servicing of these containers may be done manually or mechanically at the option of the bidder.
- 2 to 8 cubic yard metal containers. Containers may be owned by the successful bidder, retrieved from the location designated by the site manager, emptied, and returned to their designated site. Containers require lids. Servicing of these containers may require a front loading truck.
- 10 to 40 cubic yard metal containers. Containers are owned by the successful bidder, removed from the location designated by the site manager. Replacement container(s) is placed in the designated location. Service of these containers is by roll off truck.
- Waste compactor containers. Containers are owned by the successful bidder, disconnected from the mechanical compactor, loaded onto truck and waste is disposed

SECTION 3
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Garbage Collection and Disposal Services

- of. Empty containers may be reattached to the compactor or the same container may be emptied and then returned to the site. Service of these containers is by roll off trucks.
- Wet screen containers. Container is owned by the successful bidder, shall be leak-proof with rollaway casters. Containers shall be designed to be picked-up with a front-end loading type refuse truck. See Section 2.0 paragraph 2.6 for special documentation requirements for this service. All debris disposals must be performed in accordance with all Miami-Dade County Health Department Regulations
 - Special containers. Containers are of various sizes and may require specially adapted lids, have lockable lids or have wheels.
 - Only top loading containers shall be permitted at Miami-Dade Public Housing and Community Development (PHCD) locations (Group 10).

3.5 SINGLE FAMILY HOMES

Miami-Dade Public Housing and Community Development Single Family Homes requires containers sizes 36 and 96 gallon, two through eight cubic yard and privately owned containers used by single family residents.

- Two single family home developments: (All of these homes require two days per week pickup services)
 1. Edison Courts (Section 4/Bid Submittal Form, item 10.51) - Requires the successful bidder to leave the service vehicle and manually, from the curb side, dispose the containers trash into the service vehicle.
 2. Joe Moretti (Section 4/Bid Submittal Form, item 10.56B) Developments - Requires the successful bidder to leave its service vehicle and bring each 96 gallon container to the curb side for servicing.

3.6 GARBAGE COMPACTORS

- The successful bidder(s) may be responsible for providing garbage compactors at certain service sites. The specific sites that require a bidder provided compactor are clearly identified in Section 4/Bid Submittal Form. In these cases the County will provide a concrete or asphalt slab and electricity. The successful bidder shall provide, install and maintain a mechanical compactor appropriate for the volume of refuse generated. The size, type and location of the unit will be determined by the County's site manager.
- The compactors shall be as follows: Electrically/hydraulically operated machines and associated bins and containers capable of compressing refuse into a refuse container which can be transported to a landfill and emptied
- Compactors provided by the successful bidder must receive regular preventive maintenance as required by the equipment manufacturer, inoperable compactors must be repaired/replaced immediately. During any inoperable period, the bidder will be responsible for providing a container that is appropriate for the disposal of the volume of refuse generated for the duration of repairs to their compactor. The temporary container

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shall be serviced on demand in accordance with following schedule at no additional cost to the County for the duration of the repairs:

Monday thru Friday, between 7:00 AM and 5:30 PM within four (4) hours after notification.

All other days and hours in the week, within eight (8) hours of being notified.

- County owned compactors are located at some sites (these site are clearly identified in Section 4) in this solicitation. These sites shall be provided with the appropriate size and shape container to insure the compactors operation as specified by the compactor manufacturers.

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.
Wednesday
January 23, 2013



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: AR ISD/PM Date Issued: 12/24/12 This Bid Submittal Consists of Pages 21 through 26 and pricing section.

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:
Garbage Collection and Disposal Services

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: 910-27	
Procurement Contracting Officer	A. Rodriguez

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:

Garbage Collection and Disposal Services

FIRM NAME: _____

FOR SITE ADDRESS AND SERVICE REQUIREMENTS SEE THE SOLICITATION'S SPREAD SHEET.

SECTION 4
BID SUBMITTAL FOR:

Garbage Collection and Disposal Services

FIRM NAME: _____

References

#1

Company: _____

Address: _____

Reference Name/Title: _____

Phone Number: _____

Email Address:

#2

Company: _____

Address: _____

Reference Name/Title:: _____

Phone Number: _____

Email Address:

#3

Company: _____

Address: _____

Reference Name/Title:: _____

Phone Number: _____

Email Address:

SECTION 4
BID SUBMITTAL FOR:

Garbage Collection and Disposal Services

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE 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: _____



Garbage Collection and Disposal Services

Bid Title: Garbage Collection and Disposal 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 vendor 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 vendor 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 vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



Garbage Collection and Disposal Services

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 A

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____
 Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bid/contractors on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bid/contractors on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bid/contractor who is awarded this bid/contract shall not charge or substitute for the subcontractor or direct supplier or the purchase of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bid/contractor should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-03, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to provide all pertinent information to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.
 (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplier/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____ Print Name _____ Print Title _____ Date _____



APPENDIX B

SECTION 3 OF HUD ACT OF 1968

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

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. Successful bidders must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative marketing plan requirements, which require the successful bidder 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: _____

**DOCUMENT REQUIRED WITH BID
DOCUMENT 00200-B**

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: ____/____/____

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 Consultant/Subconsultant Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

4. For employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons email Section3@miamidade.gov
5. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404*, "**Section 3 Language for News Ads, Flyers and Job Notices**" in all job notices & flyers.
6. Schedule a time and place convenient for public housing, other S-3 residents (listed under #1 above) to complete job applications.
10. Contact YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
11. Send notices about S-3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
12. 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.
13. 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.)
14. Consultant and subconsultants 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.
15. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(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 bidders only, and will be distributed at each pre-construction meeting.

**Consultant's Recruitment of Section 3, Small, Minority and Women-Owned Businesses
(Solicitation Requirements Applicable to Multi-Trade Projects Only)**

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 subconsultants that may meet the criteria to become a certified S-3 business to *PHCD Section 3 Coordinator* for S-3 business application assistance.
2. Email Section3@miamidade.gov , for current PHCD S-3 business lists and solicit to firms on these lists.
3. Contact *Internal Services Department*, (305) 375-5298 to obtain lists of small 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 subconsultants/subcontractors (subs) in construction trade journals, such as “The Dodge Reports”, and post notices and distribute 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 “**Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses**” form, to all prospective subconsultant firms solicited for each PHCD award.
6. Allow each subconsultant *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 subconsultants. Request subconsultants 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 subconsultants. 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 subconsultant’s bid amount would make the project infeasible.
9. Submit the following evidence to PHCD when requested during pre-award phase, and during post-award phase prior to selection of any new subcontractors: (1) Refer to nos. 3-8 above and bid document under “Contractors Recruitment of S-3, Small, Minority and Women businesses”, page one, para. one), (2) *Document 00430, “List of Subcontractors/Subconsultants*”, and, (3) from consultant/contractor and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, “Estimated Workforce Breakdown”, “Employee List” and “Consultant/Subconsultant Certification”*.
10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

Sign and Print Firm Official’s Name and Title

Submission Date

Firm Name/Address

Firm Telephone and Fax Numbers: _____

OPTIONAL DOCUMENT: Only applicable 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.

Only initial those items applicable to your firm.

6. _____ (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.
7. _____ (Initial) Firm's original business certification was based on proof that 51% of the firm's ownership was low or very low income. Currently, 51% of the firm ownership's family income meets the definition of a very-low or low-income household.
8. _____ (Initial) 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.
9. _____ (Initial) Firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
10. _____ (Initial) 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 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: _____