

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **4336-0/14**

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES NO

Requisition No: RQID1400080 Term of contract: 5 years with no option-to-renew

Requisition/Project Title: Inspection, Repair & Installation of Various Gas Systems

Description: The purpose of this solicitation is to establish a contract for the purchase of inspection and repair services to liquefied petroleum gas (LPG) and natural gas (NG) systems installed at several housing developments and additional repairs/installation of Gas water heaters, Gas ranges and Gas space heaters for the Miami-Dade Public Housing and Community Development Department (PHCD).

User Department(s): Miami-Dade Public Housing Authority

Issuing Department: Internal Services Department Procurement Management Division

Contact Person: Martha Garofolo Phone: 305-375-4265

Estimated Cost: \$750,000 Funding Source: Federal

ANALYSIS			
Commodity/Service No: <u>405-13 / 906-36 / 962-50</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> If this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		

Basis of Recommendation:

Signed *Martha Garofolo*

Date to SBD: 3/27/14
Date Returned to ISD: _____

BID NO.: RQID1400080

OPENING: 6:00 PM
FRIDAY
APRIL XX, 2014



MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

INSPECTION, REPAIR AND INSTALLATION
OF VARIOUS GAS SYSTEMS

BIDS WILL BE ACCEPTED UNTIL 6:00 PM
ON FRIDAY APRIL XX, 2014

FOR INFORMATION CONTACT:

Martha Garofolo, 305-375-4265, marthag@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION 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.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



GENERAL TERMS AND CONDITIONS:

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

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

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r14-1.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of inspection and repair services to liquefied petroleum gas (LPG) and natural gas (NG) systems installed at several housing developments and additional repairs/installation of Gas water heaters, Gas ranges and Gas space heaters for the Miami-Dade Public Housing and Community Development Department (PHCD).

2.2 TERM OF CONTRACT

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

2.3 PRICE ADJUSTMENT

The initial contract prices resultant from this Solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to completion of each one year period of the contract, the County may consider an adjustment to price effective the next contract year based on changes in the following pricing Index: Bureau of Labor Statistics Consumer Price Index (CPI-U) All Urban Consumers, All Items, Miami-Fort Lauderdale area.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted 90 days prior to expiration of the then current contract year. The adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to maintain the then current pricing. Any adjustment request received after the annual contract anniversary date will only be considered for the following contract year. The County reserves the right to reject any price adjustments submitted.

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

2.4 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is advisable that the vendor 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 vendor is also advised to examine carefully the drawings and 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.

The location for the examination of the sites is as follows: Location No. (1) 2101 N.W. 52 Street, Miami and Location No. (2) 6017 N.W. 20 Avenue Miami, and will take place on XXXXXX April XX, 2014 at 1:00 P.M. The sites are comparable to locations listed on this solicitation.

2.5 METHOD OF AWARD

Award of this contract will be made to two (2) responsive, responsible bidders whose offers represent the lowest price for Group (1) Annual Inspections and Group (2) Repairs and Installation in the aggregate. If a vendor fails to submit an offer on all items within a group, its overall offer may be rejected. To determine the low bidder the flat fee for the "Annual inspections (Group 1)" for all sites will be added to the annual price for "Repairs and Installation (Group 2)" which will be calculated by multiplying the estimated annual hours by the hourly rates, and then totaling the resultant amount for all items in the aggregate.

Bidder's requirements are listed below. Bidders are required to include a copy of the certificate and license with their bid submission. The County will only accept certificates and licenses that are current and verifiable. Proof of requirements shall be provided in Section 4 of the Bid Submittal Form as specified.

In accordance with the Code of Miami-Dade County, Florida, Section 10-3(B), the Bidder must hold a valid, current, and active:

Requirements for Group (1) Inspections and Group (2) Repairs:

Bidders shall provide:

- 1) Certificate of Competency for Liquefied Petroleum Gas
- 2) Gas Fitters License or Plumbers License for Natural Gas work

License shall be issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work will be performed by a subcontractor(s), an applicable Certificate of Competency and license as referenced above issued to the subcontractor(s) shall be submitted with the prime vendor's offer, provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

During the evaluation period, the County may at its sole discretion and in its best interest not award line item(s).

2.6 INSURANCE PENDING RISK MANAGEMENT TO REVIEW

This insurance supersedes the insurance requirements in Section 1, paragraph 1.21 of the terms and conditions. All other insurance conditions in Section 1, paragraph 1.21 apply to this bid.

2.7 ACCIDENT PREVENTION AND BARRICADES

Precaution shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these

requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.8 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager. In the event the vendor fails to clean up, the County shall procure clean up services from another vendor and charge the contract vendor for the amount of this service.

2.9 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

(A) MIAMI-DADE HOUSING (PHCD) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded will be used by (PHCD). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

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

(B) PHCD SPECIAL NOTICE (SECTION 3)

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

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

2.10 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract the primary vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the primary vendor. The County may determine to obtain price quotes for the additional facilities from other vendors.

2.11 DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that the County may delete service for any facility(ies) when such service is no longer required during the contract period.

2.12 NOTIFICATION PRIOR TO COMMENCEMENT OF WORK / WORK ACCEPTANCE

The County will give a minimum lead time of two (2) calendar days to the vendor prior to the desired starting date for any specific assignment; provided, however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract. When possible, longer lead times will be given. Each work assignment will be inspected by an authorized representative of the County.

This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions. All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. The Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

2.14 WARRANTY SHALL BE NINETY (90) CALENDAR DAYS

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of ninety calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

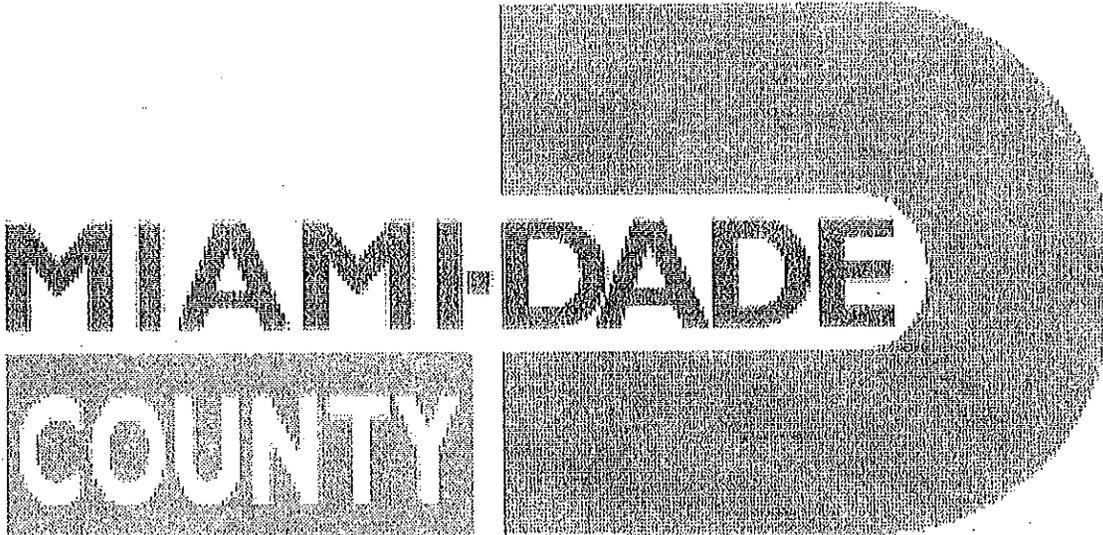
B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections

or replacements are not completed to the satisfaction of the County within two calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.14 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time (including emergency after-hours response), and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.



SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE

GROUP (1) ANNUAL INSPECTION

The work under this contract shall include the annual inspection; and the furnishing of all labor, materials, equipment, tools, transportation, and incidentals necessary to correct deficiencies in the liquefied petroleum gas (LPG) and the natural gas (NG) distribution systems; as required for regulating the transportation of LPG, NG and other gases by pipeline, Part 192, Title 49 of the Code of Federal regulations (CFR), October 1, 2000.

This work shall include, but not be limited to the following:

- 1) (192.195) inspect the gas systems against accidental over-pressuring.
- 2) (192.465) inspect for external corrosion to determine whether the system meets one or more of the criteria in Appendix D, Part 192 of the CFR. (See attachment 2)
- 3) (192.723) perform the necessary leak surveys as required.
- 4) 192-481) perform testing for atmospheric corrosion, cathodic protection and odorizing as directed by the County's authorized representative.
- 5) Inspection of all existing gas appliances to verify safety and compliance with CFR. Perform drop test of existing gas lines, turn on gas and re-inspect equipment operation.
- 6) Inspection of locations and premises listed in Section 4, Group (1), will be conducted once per year, prior to December 31, in accordance with the regulations of the Public Safety Commission.
- 7) Inspections results must be submitted annually per site, the inspection results shall be submitted 48 hours after the inspection in accordance with State and Local regulations.

3.2 GROUP (2) REPAIR AND INSTALLATION

Repairs/Installation of gas water heaters, gas ranges and gas space heaters for Public Housing projects located in Miami Dade County.

This work shall include, but not be limited, to the following:

- 1) Perform troubleshooting and analysis of existing gas appliances.
- 2) Replacing faulty gas controls, pilots and pilot lines, burners, connectors and valves.
- 3) Cleaning clogged pilot lines and burners.
- 4) Repair or replace gas vents.
- 5) Repair gas piping system leaks.
- 6) (192.739) install the necessary pressure gauges and valves to run a lock-up pressure test on the regulators as required.
- 7) Remove existing appliance replace with new appliance.
- 8) Reconnect to existing gas water and venting as required.
- 9) Installation of new upgraded valves and connections as necessary.
- 10) Installation shall meet with local jurisdiction building department codes and in accordance with the Florida Building code for Fuel gas 2010 edition and NFPA 54.

Workmanship Defined for Repairs and Installation:

Journeyman: A person who engages in or works at the actual installation, repair or replacement of gas work.

Apprentice: A person who is engaged in learning and assisting in the installation of gas pipe, equipment, apparatus and appliances, and shall work directly under the supervision of a journeyman or master gas fitter.

Gas work / Installation

The installation, repair of pipes, fixtures, fittings, appliances, or apparatus necessary for supplying gas for residential or commercial use from the point of delivery and all gas piping before connection to the combustion zone and including the applicable venting of flue gases to the outside atmosphere and the provisions of air for combustion and ventilation.

Note any gas turn on MUST be performed by an approved and qualified gas contractor. Outside gas meters can only be turned back on by the gas company or a gas company qualified / approved contractor. This is a PSC and Federal DOT Requirement.

All work shall be subject to the approval of the Florida Department of Agriculture Bureau of LP Gas Inspections, and conform to the regulations for the transportation of natural and other gases by pipeline, Part 192, Title 49 of the Code of Federal Regulations, revised as of October 1, 2000, and the Housing and Urban Development (HUD) Operating and Maintenance Procedures Manual located at 1401 NW 7th Street (Public Housing Section); and the Office of Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850.

3.3 EMERGENCY SERVICE

The vendor shall provide 24 hours, 7 days a week emergency service at no charge to the County under the contract. Regular working hours are (Monday through Friday, 8:00 a.m. to 5:00 p.m.); emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within (4) hours after notification by the County. The vendor shall provide the name and telephone number of the contact person for emergency services.

SECTION 4 BID SUBMITTAL FORM INSPECTION AND REPAIR OF GAS SYSTEMS

Bidders shall provide all required documentation as specified in Section 2, Paragraph 2.5 and 2.18 of this solicitation with bid submittal.

REQUIREMENTS FOR GROUP (1) INSPECTIONS AND GROUP (2) REPAIRS

Bidders are required to include a copy of the relevant license with their bid submission. The County will only accept licenses that are current and verifiable.

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), the Bidder must hold a valid, current, and active:

Certificate of Competency for Liquefied Petroleum Gas	License Number: _____	Expiration Date: _____
Gas Fitters License or Plumbers License for Natural Gas work	License Number: _____	Expiration Date: _____

License shall be issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

EMERGENCY SERVICE

Contact name: _____

Telephone number _____ Alternate number _____

MIAMI-DADE PUBLIC HOUSING SPECIAL NOTICE (SECTION 3)

The service to be provided under this contract is a Section 3 covered activity. Section 3 requires that job training employment and contracting opportunities be directed toward low and very-low income persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Action Marketing Plan" with their bid submission. (See Appendix B, Attachment 1)

GROUP (1) Inspections (once per year) of the following housing developments

ITEM	DESCRIPTION / DEVELOPMENT LOCATIONS	COST FOR ANNUAL INSPECTION
1	<u>Fla. 5-31, Newberg Warehouse</u> 7217 NE Miami Court, Miami, FL 33138	\$ _____
2	<u>Fla. 5-051 Lemon City</u> 159 NE 69 Street, Miami, FL 33138	\$ _____
3	<u>Fla. 5-815 Ward Towers</u> 2200 NW 54 Street, Miami, FL 33142 <u>Scattered Sites A</u> 2200 NW 52 Street 2210 NW 52 Street 2220 NW 52 Street 2230 NW 52 Street 2240 NW 52 Street 2205 NW 51 Terrace 2215 NW 51 Terrace 2225 NW 51 Terrace 2235 NW 51 Terrace 2245 NW 51 Terrace 2505 NW 61 Street 2515 NW 61 Street 2525 NW 61 Street 2535 NW 61 Street 2555 NW 61 Street 2565 NW 61 Street 2575 NW 61 Street 2585 NW 61 Street 2605 NW 61 Street 2615 NW 61 Street 2625 NW 61 Street 2635 NW 61 Street 2645 NW 61 Street	\$ _____
4	<u>Fla. 5-067 Little River Plaza</u> 8255 NW Miami Court, Miami, FL 33142	\$ _____
5	<u>Fla. 5-039 Peter Plaza</u> 191 NE 75 Street, Miami, FL 33142	\$ _____
	<u>Fla. 5-14 Annie Coleman Scattered Sites/Several Separate Locations</u> <u>(A,B,C,D) NW 46 Street, Miami, FL 33142</u> 2375 <u>NW 48 Street, Miami, FL 33142</u> 2485, 2487, 2489, 2510, 2512, 2530, 2532, 2540, 2542, 2600, 2610, 2612 <u>(A,B,C,D) NW 50 Street, Miami, FL 33142</u> 2230, 2417 <u>(A,B,C,D,E) NW 50 Street, Miami, FL 33142</u> 2301, 2415, 2429 <u>(A,B,C,D,E,F) NW 50 Street, Miami, FL 33142</u> 2240, 2242, 2265, 2267, 2280, 2282, 2285, 2419, 2425, 2433, 2435 <u>NW 50 Street, Miami, FL 33142</u> 2494, 2496, 2498	\$ _____

(A,B,C,D,E,F) NW 51 Street, Miami, FL 33142

2101, 2265

(A,B,C,D) NW 51 Street, Miami, FL 33142

2266

NW 51 Street, Miami, FL 33142

2270, 2272, 2275, 2280, 2285

(A,B) NW 52 Street, Miami, FL 33142

2145

(A,B,C,D) NW 52 Street, Miami, FL 33142

2101, 2139

(A,B,C,D,E,F,G,H) NW 52 Street, Miami, FL 33142

2135

(A,B,C,D,E,F,G,H) NW 52 Street, Miami, FL 33142

2140

Fla. 5-14, Annie Coleman Scattered Sites/Several Separate Locations

(A,B,C,D) NW 54 Street, Miami, FL 33142

2100

(A,B) NW 54 Street, Miami, FL 33142

2120, 2126, 2130

(A,B,C,D,E,F) NW 60 Street, Miami, FL 33142

1722, 1724, 1726, 1728, 1740, 1742, 1746, 1748, 1820, 1824, 1830, 1832, 1834, 1836, 1840

NW 60 Street, Miami, FL 33142

1860, 1862, 1864, 1866, 1870, 1872, 1901, 1905, 1907, 1909, 1911, 1915, 1931, 1933, 1935
1937, 1941, 1943, 1945, 1947

NW 62 Street, Miami, FL 33142

1900, 1902, 1906, 1908, 1910, 1912, 1920, 1922, 1924, 1926, 1940, 1942, 1944, 1946

(A,B,C,D,E,F) NW 63 Street, Miami, FL 33142

2110, 2112, 2330, 2350, 2360, 2460

(A,B,C,D,E,F,G,H,I,J,K,L) NW 63 Street, Miami, FL 33142

2440, 2480

NW 65 Street, Miami, FL 33142

2500, 2504, 2508, 2510, 2520, 2524, 2530, 2534, 2536, 2538, 2604, 2610, 2612, 2614, 2616

NW 66 Street, Miami, FL 33142

2451, 2453, 2455, 2457

NW 67 Street, Miami, FL 33142

2456, 2458, 2600, 2601, 2604, 2605, 2608, 2609, 2610, 2611

NW 68 Street, Miami, FL 33142

2600, 2604, 2608, 2610

SW 18 Avenue, Miami, FL 33142

5940, 5942, 5946, 5948

NW 19 Avenue, Miami, FL 33142

5941, 5943, 5945, 5947

NW 20 Avenue, Miami, FL 33142

6015, 6017, 6019, 6021, 6031, 6033, 6035, 6037, 6041, 6043, 6045, 6047, 6051, 6053, 6101, 6103

6111, 6113, 6117, 6119, 6121, 6123, 6125, 6127, 6131, 6133, 6135, 6137, 6139, 6143, 6145, 6151, 6153

(A,B,C,D) NW 21 Avenue, Miami, FL 33142

5220

(A,B,C,D,E,F) NW 21 Avenue, Miami, FL 33142

5230, 5320, 6240

(A,B) NW 21 Avenue, Miami, FL 33142

	<p>5300</p> <p><u>NW 23 Avenue, Miami, FL 33142</u></p> <p>5035, 5037, 5109, 5105</p> <p><u>(A,B,C,D) NW 23 Court, Miami, FL 33142</u></p> <p>4600, 4620, 4622, 4624, 4630, 4640, 4644, 4650, 4700, 4702, 4704, 4710, 4720, 4722, 4724</p> <p><u>(A,B,C,D) NW 24 Avenue, Miami, FL 33142</u></p> <p>4615, 4617, 4619, 4635, 4615, 4637, 4639, 4705, 4715, 4717, 4719, 4725, 4735, 4737, 4739</p> <p>4745, 4755</p> <p><u>(A,B,C,D,E,F) NW 24 Avenue, Miami, FL 33142</u></p> <p>6239</p> <p><u>NW 24 Court, Miami, FL 33142</u></p> <p>6610, 6616</p> <p><u>(A,B,C,D,E,F) NW 25 Avenue, Miami, FL 33142</u></p> <p>4740, 4742, 4815</p> <p><u>(A,B,C,D) NW 25 Avenue, Miami, FL 33142</u></p> <p>4901, 4911</p> <p><u>NW 25 Avenue, Miami, FL 33142</u></p>	
6	6601, 6605	\$ _____
7	<p>Fla. 5-043 Palm Towers</p> <p>950 NW 95 Street, Miami, FL 33150</p>	\$ _____
8	<p>Fla. 5-065 Palm Court</p> <p>930 NW 95 Street, Miami, FL 33150</p>	\$ _____
9	<p>Fla. 5-088 Palmetto Gardens</p> <p>16850 NW 55 Avenue, Miami, FL 33055</p>	\$ _____
10	<p>FL5-042 Venetian Gardens</p> <p><u>NW 37 Place, Miami, FL 33055</u></p> <p>16300, 16302, 16304, 16306, 16308, 16310, 16312, 16314, 16316, 16318, 16320, 16322</p> <p><u>NW 164 Street, Miami, FL 33055</u></p> <p>3800, 3802, 3804, 3806, 3808, 3810, 3812, 3814, 3816, 3818, 3820, 3822</p> <p><u>NW 38 Place, Miami, FL 33055</u></p> <p>16101, 16103, 16105, 16107, 16109, 16201, 16203, 16205, 16207, 16209, 16211, 16213, 16215</p> <p>16911, 16913</p>	\$ _____
11	<p>Fla. 5-56 Edison Plaza</p> <p>200 NW 55 Street, Miami, FL 33150</p>	\$ _____
12	<p>Fla. 5-56 Edison Park Separate Locations</p> <p><u>NW 55 Street, Miami, FL 33127</u></p> <p>250, 252, 254, 256, 258</p> <p><u>NW 56 Street, Miami, FL 33127</u></p> <p>227, 229, 237, 239, 256, 263, 265, 268, 270, 271, 273, 276, 277, 278, 279, 291, 293, 294, 296</p> <p><u>NW 1 Place, Miami, FL 33150</u></p> <p>5510, 5520, 5521, 5523, 5550, 5551, 5560, 5561</p>	
13	<p>Fla. 5-09 Jolivet</p> <p>2400 NW 63 Street, Miami, FL 33145</p>	\$ _____
	<p>Fla. 5-829 Victory Homes</p> <p><u>NW 3 Court, Miami, FL 33145</u></p> <p>7261, 7260, 7271</p> <p><u>NW 3 Place, Miami, FL 33145</u></p> <p>7310, 7311, 7320</p> <p><u>NW 4 Avenue, Miami, FL 33145</u></p> <p>7300, 7301, 7310, 7311, 7320, 7321</p> <p><u>NW 72 Lane, Miami, FL 33145</u></p>	

500, 501, 510, 511, 521, 566, 570, 600, 602, 606, 610, 620, 622, 626, 630

NW 73 Street, Miami, FL 33145

390, 401, 410, 411, 420, 421, 430, 431, 440, 450, 451, 500, 501, 510, 511, 520, 521, 531, 570,
571, 600, 601, 610, 611, 620, 621, 630, 631, 641, 651

NW 73 Lane, Miami, FL 33145

531, 570, 571, 600, 601, 610, 611, 621, 631, 640, 641, 651

NW 73 Terrace, Miami, FL 33145

440, 450, 500, 510, 520, 530, 531, 600, 610, 611, 620, 621, 630, 631, 640, 641, 650, 651

NW 74 Street, Miami, FL 33145

390, 391, 420, 421, 600, 601, 610, 611, 620, 621, 630, 631, 640, 650

NW 74 Terrace, Miami, FL 33145

14 390, 420, 530, 600, 601, 610, 611, 620, 621, 630, 631, 640, 641, 650, 651

\$

Fla. 5-032 Rainbow Village

NW 3 Avenue, Miami, FL 33127

2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024
2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050
2052, 2054, 2056, 2058, 2100, 2104, 2102, 2106, 2108, 2110, 2112, 2114, 2116
2118, 2120, 2122, 2124, 2128, 2130, 2134, 2136, 2138

NW 4 Court, Miami, FL 33127

2001, 2003, 2005, 2007, 2009, 2011, 2015, 2017, 2019, 2021, 2023, 2025, 2027
2029, 2031, 2033, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2055, 2057
2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073

NW 22 Street, Miami, FL 33127

300, 302, 304, 306, 308, 310, 312, 314, 318, 320, 322, 324, 326, 328, 330, 332, 334
336, 338, 340, 342, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 400, 402
404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430

NW 26 Street, Miami, FL 33127

34, 35, 36, 37, 42, 121, 123, 161, 163, 169, 171

NW 27 Street, Miami, FL 33127

21, 23, 104, 109, 111

NW 31 Street, Miami, FL 33127

63, 65

NW 32 Street, Miami, FL 33127

147

NW 33 Street, Miami, FL 33127

525, 527

NW 34 Street, Miami, FL 33127

41, 49, 51, 63, 72

NW 34 Terrace, Miami, FL 33127

226, 228, 255, 257, 259, 261

NW 19 Street, Miami, FL 33127

400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430
432, 434, 436, 438, 440, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530

NW 35 Street, Miami, FL 33127

45, 321, 323, 325, 327, 525, 527

NW 43 Street, Miami, FL 33127

251, 259

NW 44 Street, Miami, FL 33127

403

NW 47 Street, Miami, FL 33127

281, 301, 315

	<u>NW 49 Street, Miami, FL 33127</u> 279, 330, 340, 344, 407, 414 <u>NW 50 Street, Miami, FL 33127</u> 295, 310, 324, 416 <u>NW 51 Street, Miami, FL 33127</u> 247, 270, 346, 352, 400 <u>NW 57 Street, Miami, FL 33127</u> 280 <u>NW 60 Street, Miami, FL 33127</u>	
15	514, 524	\$ _____
	<u>Fla. 5-049 Culmer Place</u> <u>NW 5 Avenue, Miami, FL 33136</u> 800, 802, 804, 806, 808, 810, 820, 822, 824, 826, 828, 830, 840, 842, 844, 846, 848, 850 <u>NW 8 Street, Miami, FL 33136</u> 501, 503, 505, 507, 509, 511, 521, 523, 525, 527, 529, 531, 533, 535, 537, 547, 549 551, 553, 555, 557, 559, 563, 561, 573, 575, 577, 579, 581, 583, 589, 591, 593, 595 597, 599, 601, 603, 605, 607, 609, 611, 621, 623, 625, 627, 629, 631, 641, 643, 645 647, 649, 651, 653, 655, 657, 667, 669, 671, 673, 675, 677, 681, 683, 689, 691, 693, 695, 697, 699 <u>NW 7 Avenue, Miami, FL 33136</u> 801, 803, 805, 807, 809, 811, 813, 815, 825, 827, 829, 831, 833, 835, 845, 847, 849 851, 853, 855, 901, 905, 903, 907, 909, 911, 921, 923, 925, 935, 937, 939, 941, 943, 945, 947, 949 <u>NW 10 Street Miami, FL 33136</u> 68, 620, 622, 624, 626, 628, 630, 632, 634, 636, 646, 648, 650, 652, 654, 656, 658	
16	660, 662, 672, 674, 676, 678, 680, 682	\$ _____
	<u>Fla. 5-075 Culmer Gardens</u> <u>NW 6 Street, Miami, FL 33136</u> 400, 402, 404, 406, 488, 490, 492, 494, 496, 498, 570, 572, 574, 576, 578, 580, 582 586, 588, 590, 592, 594, 596 <u>NW 4 Court, Miami, FL 33136</u> 560, 561, 570, 571, 580, 581, 590, 591, 595 <u>NW 5 Avenue, Miami, FL 33128</u> 561, 580, 582, 584, 586, 588, 590 <u>NW 5 Street, Miami, FL 33136</u> 401, 403, 405, 407, 415, 417, 419, 421, 423, 451, 453, 455, 457, 459, 491, 493, 495, 497, 499, 501	
17	503, 505, 507, 509, 511, 521, 523, 525, 527, 529, 551, 553, 555, 557, 559	\$ _____
	<u>Fla. 5-054 Park Side I & Park Side I</u> <u>NW 4 Avenue, Miami, FL 33128</u> 333 <u>NW 3 Street, Miami, FL 33128</u>	
18	357	\$ _____
	<u>Fla. 5-091 Phyllis Wheatly</u> 1701 NW 2 Court, Miami, FL 33136	
19		\$ _____
	<u>Fla. 5-025 Claude Pepper</u> 750 NW 18 Terrace, Miami, FL 33136	
20		\$ _____
	<u>Fla. 5-057 Helen Sawyer ALF</u> 1150 NW 11 Street, Road, Miami, FL 33136	
21		\$ _____
	<u>Fla. 5-013 Robert King High</u> 1403 NW 7 Street, Miami FL 33125	
22		\$ _____
	<u>Fla. 5-011 Abe Aronovitz</u> 2701 NW 18 Ave., Miami FL 33142	
23		\$ _____
	<u>Fla. 5-012 Joe Moretti</u>	

24	<u>SW 4 Street, Miami, FL 33130</u> 600, 608 <u>SW 5 Street, Miami FL 33130</u> 404, 408, 538, 540, 544, 548, 554, 556, 560, 562, 570, 572, 580, 582 <u>SW 6 Street, Miami FL 33130</u> 404, 410, 500, 508, 512, 520, 524, 535, 537, 545, 547, 555, 557, 561, 563, 571, 581, 583 801, 805, 815, 817, 819, 821, 825, 827 <u>SW 8 Avenue, Miami, FL 33130</u> 600, 604, 608, 610	\$ _____
25	<u>Fla. 5-004, Perrine Gardens</u> 10161 Circle Plaza Miami, FL 33157	\$ _____
26	<u>Fla. 5-17C, Model Cities Scattered Sites/ Several Separate Locations:</u> <u>NW 16 Avenue, Miami, FL 33147</u> 7550, 7560, 7570, 7580, 7590, 7602, 7612, 7622, 7632, 7642 <u>NW 17 Avenue, Miami, FL 33147</u> 7601, 7631, 7641, 7651, 7661, 7671, 7681 <u>NW 77 Terrace, Miami, FL 33147</u> 1600, 1610, 1620, 1630, 1640	\$ _____
27	<u>Fla. 5-072 Pine Island I</u> <u>SW 126 SW 127 Avenue & 272 St.</u> <u>SW 127 Avenue, Miami, FL 33032</u> 27000, 27002, 27006, 27010, 27012, 27014, 27016, 27022, 27024, 27026, 27028 27100, 27101, 27102, 27104, 27106, 27108, 27110, 27112, 27114, 27116, 27118 27120, 27122, 27123, 27124, 27125, 27126, 27127, 27128, 27130	\$ _____
28	<u>Fla. 5-073 Pine Island II</u> <u>Moody Drive. & SW 127 Avenue & 128 Avenue</u> <u>SW 128 Avenue Miami, FL 33032</u> 27015, 27017, 27019, 27021, 27023, 27037, 27038, 27039, 27040, 27041, 27042 27045, 27047, 27049, 27051, 27101, 27103, 27107, 27109, 27113, 27115, 27117 27119, 27121, 27123, 27125, 27127	\$ _____
29	<u>Fla. 5-40 Arthur May</u> 11341 SW 216 Street, Miami, FL 33170	\$ _____
30	<u>Fla. 5-71, Southridge I</u> SW 112 Avenue & 192 Street, Miami, FL 33157	\$ _____
31	<u>Fla. 5-87, Southridge II</u> SW 113 Avenue & 192 Street, Miami, FL 33157	\$ _____

GROUP (2) Repairs and Installation

ITEM	ANNUAL ESTIMATED HOURS	DESCRIPTION	HOURLY RATE
1	550	Hourly Rate for Repairs Journeyman as defined in Technical Speciation's Section 3, Paragraph 3.2	\$
2	550	Hourly Rate for Repairs Apprentice as defined in Technical Speciation's Section 3, Paragraph 3.2	\$
3	750	Hourly Rate for Installation Journeyman as defined in Technical Speciation's Section 3, Paragraph 3.2	\$
4	750	Hourly Rate for Installation Apprentice as defined in Technical Speciation's Section 3, Paragraph 3.2	\$

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

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

I. GENERAL REQUIREMENTS FOR PHCD ONLY

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

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

II. SECTION 3 DEFINITIONS

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

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

The term "new hires" is defined as follows:

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

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

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

The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2012 INCOME LIMITS

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

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

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

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

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

3. For information on how to become a PHCD-certified Section 3 business, download application at www.miamidade.gov/housing/section3 or email, PHCD Resident Services Unit, at section3@miamidade.gov.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, "Section 3 Business Preference Claim"** (Attachment 2) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents to Be Submitted with Each PHCD Bid (When Subcontracting is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures (PHCD Projects Only)".

6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
- PR#1:** 51% or more owned by PHCD public housing residents, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
- PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc., at 305- 377-9922, or Fax 305-373-9922 (**Category 2 Businesses**);
- PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);
- PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); or
- b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

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

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

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

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

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

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

1. The contractor must submit required PHCD post-award forms (presented at a PHCD post-award meeting), during the performance of the contract in the frequency and format requested by PHCD.
2. Contractor will be required to submit documentation to PHCD of efforts and results made to train and employ Section 3 residents (resulting from PHCD awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by PHCD.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this PHCD project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through PHCD projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using PHCD forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from PHCD awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

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

1. PHCD public housing residents (Category 1 residents);

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

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

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

IX. SECTION 3 CLAUSE

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

SECTION 3 CLAUSE

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

in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name: _____ Contact Name: _____

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY

BID NO.: -

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: _____

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DOCUMENT REQUIRED WITH BID
DOCUMENT 00200-B

ATTACHMENT 2

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: ____/____/____

APPENDIX D, PART 192 OF THE CFR PART 192, Title 49

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(b) An operator must submit its proposal to the PHMSA Associate Administrator for Pipeline Safety or, in the case of an intrastate pipeline facility regulated by the State, the appropriate State agency. The applicable oversight agency may accept the proposal on its own authority, with or without conditions and limitations, on a showing that the operator's proposal, which includes the adjusted interval, will provide an equal or greater overall level of safety.

(c) An operator may implement an approved reduction in the frequency of a periodic inspection or test only where the operator has developed and implemented an integrity management program that provides an equal or improved overall level of safety despite the reduced frequency of periodic inspections.

§ 192.1015 What must a master meter or small liquefied petroleum gas (LPG) operator do to implement this subpart?

(a) *General.* No later than August 2, 2011 the operator of a master meter system or a small LPG operator must develop and implement an IM program that includes a written IM plan as specified in paragraph (b) of this section. The IM program for these pipelines should reflect the relative simplicity of these types of pipelines.

(b) *Elements.* A written integrity management plan must address, at a minimum, the following elements:

(1) *Knowledge.* The operator must demonstrate knowledge of its pipeline, which, to the extent known, should include the approximate location and material of its pipelines. The operator must identify additional information needed and provide a plan for gaining knowledge over time through normal activities conducted on the pipeline (for example, design, construction, operations or maintenance activities).

(2) *Identify threats.* The operator must consider, at minimum, the following categories of threats (existing and potential): Corrosion, natural forces, excavation damage, other outside force damage, material or weld failure, equipment failure, and incorrect operation.

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(3) *Rank risks.* The operator must evaluate the risks to its pipeline and estimate the relative importance of each identified threat.

(4) *Identify and implement measures to mitigate risks.* The operator must determine and implement measures designed to reduce the risks from failure of its pipeline.

(5) *Measure performance, monitor results, and evaluate effectiveness.* The operator must monitor, as a performance measure, the number of leaks eliminated or repaired on its pipeline and their causes.

(6) *Periodic evaluation and improvement.* The operator must determine the appropriate period for conducting IM program evaluations based on the complexity of its pipeline and changes in factors affecting the risk of failure. An operator must re-evaluate its entire program at least every five years. The operator must consider the results of the performance monitoring in these evaluations.

(c) *Records.* The operator must maintain, for a period of at least 10 years, the following records:

(1) A written IM plan in accordance with this section, including superseded IM plans;

(2) Documents supporting threat identification; and

(3) Documents showing the location and material of all piping and appurtenances that are installed after the effective date of the operator's IM program and, to the extent known, the location and material of all pipe and appurtenances that were existing on the effective date of the operator's program.

APPENDIX A TO PART 192 (RESERVED)

APPENDIX B TO PART 192— QUALIFICATION OF PIPE

I. Listed Pipe Specifications

API 5L—Steel pipe, "API Specification for Line Pipe" (incorporated by reference, see § 192.7).

ASTM A53/A53M—Steel pipe, "Standard Specification for Pipe, Steel Black and Hot-Dipped, Zinc-Coated, Welded and Seamless" (incorporated by reference, see § 192.7).

ASTM A103—Steel pipe, "Standard Specification for Seamless Carbon Steel Pipe for High Temperature Service" (incorporated by reference, see § 192.7).

ASTM A333/A333M—Steel pipe, "Standard Specification for Seamless and Welded Steel Pipe for Low Temperature Service" (incorporated by reference, see §192.7).

ASTM A301—Steel pipe, "Standard Specification for Metal-Arc-Welded Steel Pipe for Use with High-Pressure Transmission Systems" (incorporated by reference, see §192.7).

ASTM A871—Steel pipe, "Standard Specification for Electric-Fusion-Welded Pipe for Atmospheric and Lower Temperatures" (incorporated by reference, see §192.7).

ASTM A872—Steel pipe, "Standard Specification for Electric-Fusion-Welded Steel Pipe for High-Pressure Service at Moderate Temperatures" (incorporated by reference, see §192.7).

ASTM A681—Steel pipe, "Standard Specification for Carbon and Alloy Steel Pipe, Electric-Fusion-Welded for High Pressure Service at High Temperatures" (incorporated by reference, see §192.7).

ASTM D2513-99—Thermoplastic pipe and tubing, "Standard Specification for Thermoplastic Gas Pressure Pipe, Tubing, and Fittings" (incorporated by reference, see §192.7).

ASTM D2617—Thermosetting plastic pipe and tubing, "Standard Specification for Reinforced Epoxy Resin Gas Pressure Pipe and Fittings" (incorporated by reference, see §192.7).

II. Steel pipe of unknown or unlisted specification.

A. Bending Properties. For pipe 2 inches (51 millimeters) or less in diameter, a length of pipe must be cold bent through at least 90 degrees around a cylindrical mandrel that has a diameter 12 times the diameter of the pipe, without developing cracks at any portion and without opening the longitudinal weld.

For pipe more than 2 inches (51 millimeters) in diameter, the pipe must meet the requirements of the flattening tests set forth in ASTM A58 (incorporated by reference, see §192.7), except that the number of tests must be at least equal to the minimum required in paragraph II-D of this appendix to determine yield strength.

B. Weldability. A girth weld must be made in the pipe by a welder who is qualified under subpart E of this part. The weld must be made under the most severe conditions under which welding will be allowed in the field and by means of the same procedure that will be used in the field. On pipe more than 4 inches (102 millimeters) in diameter, at least one test weld must be made for each 180 lengths of pipe. On pipe 4 inches (102 millimeters) or less in diameter, at least one test weld must be made for each 400 lengths of pipe. The weld must be tested in accordance with API Standard 1104 (incorporated by reference, see §192.7). If the requirements of API Standard 1104 cannot be met, weldability may be established by making chemical tests for carbon and manganese, and pro-

ceeding in accordance with section IX of the ASME Boiler and Pressure Vessel Code (ibid., see 192.7). The same number of chemical tests must be made as are required for testing a girth weld.

C. Inspection. The pipe must be clean enough to permit adequate inspection. It must be visually inspected to ensure that it is reasonably round and straight and there are no defects which might impair the strength or tightness of the pipe.

D. Tensile Properties. If the tensile properties of the pipe are not known, the minimum yield strength may be taken as 24,000 p.s.i. (166 MPa) or less, or the tensile properties may be established by performing tensile tests as set forth in API Specification 5L (incorporated by reference, see §192.7). All test specimens shall be selected at random and the following number of tests must be performed:

NUMBER OF TENSILE TESTS—ALL SIZES

10 lengths or less	1 set of tests for each length.
11 to 100 lengths	1 set of tests for each 5 lengths, but not less than 10 tests.
Over 100 lengths	1 set of tests for each 10 lengths, but not less than 20 tests.

If the yield-tensile ratio, based on the properties determined by those tests, exceeds 0.85, the pipe may be used only as provided in §192.55(c).

III. Steel pipe manufactured before November 12, 1970, to earlier editions of listed specifications. Steel pipe manufactured before November 12, 1970, in accordance with a specification of which a later edition is listed in section I of this appendix, is qualified for use under this part if the following requirements are met:

A. Inspection. The pipe must be clean enough to permit adequate inspection. It must be visually inspected to ensure that it is reasonably round and straight and that there are no defects which might impair the strength or tightness of the pipe.

B. Similarity of specification requirements. The edition of the listed specification under which the pipe was manufactured must have substantially the same requirements with respect to the following properties as a later edition of that specification listed in section I of this appendix:

(1) Physical (mechanical) properties of pipe, including yield and tensile strength, elongation, and yield to tensile ratio, and testing requirements to verify those properties.

(2) Chemical properties of pipe and testing requirements to verify those properties.

C. Inspection or test of welded pipe. On pipe with welded seams, one of the following requirements must be met:

(1) The edition of the listed specification to which the pipe was manufactured must have substantially the same requirements with respect to nondestructive inspection of welded seams and the standards for acceptance or rejection and repair as a later edition of the specification listed in section I of this appendix.

(2) The pipe must be tested in accordance with subpart J of this part to at least 1.25 times the maximum allowable operating pressure if it is to be installed in a class 1 location and to at least 1.5 times the maximum allowable operating pressure if it is to be installed in a class 2, 3, or 4 location. Notwithstanding any shorter time period permitted under subpart J of this part, the test pressure must be maintained for at least 8 hours.

[35 FR 13267, Aug. 10, 1970]

EDITORIAL NOTE: For FEDERAL REGISTER citations affecting appendix B of part 182, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at www.fdsys.gov.

APPENDIX C TO PART 192—QUALIFICATION OF WELDERS FOR LOW STRESS LEVEL PIPE

I. *Basic test.* The test is made on pipe 12 inches (305 millimeters) or less in diameter. The test weld must be made with the pipe in a horizontal fixed position so that the test weld includes at least one section of overhead position welding. The beveling, root opening, and other details must conform to the specifications of the procedure under which the welder is being qualified. Upon completion, the test weld is cut into four coupons and subjected to a root bend test. If, as a result of this test, two or more of the four coupons develop a crack in the weld material, or between the weld material and base metal, that is more than 1/8-inch (3.2 millimeters) long in any direction, the weld is unacceptable. Cracks that occur on the corner of the specimen during testing are not considered. A welder who successfully passes a butt-weld qualification test under this section shall be qualified to weld on all pipe diameters less than or equal to 12 inches.

II. *Additional tests for welders of service line connections to mains.* A service line connection fitting is welded to a pipe section with the same diameter as a typical main. The weld is made in the same position as it is made in the field. The weld is unacceptable if it shows a serious undercutting or if it has rolled edges. The weld is tested by attempting to break the fitting off the run pipe. The weld is unacceptable if it breaks and shows incomplete fusion, overlap, or poor penetration at the junction of the fitting and run pipe.

III. *Periodic tests for welders of small service lines.* Two samples of the welder's work, each about 8 inches (203 millimeters) long with the weld located approximately in the center, are cut from steel service line and tested as follows:

(1) One sample is centered in a guided bend testing machine and bent to the contour of the die for a distance of 2 inches (51 millimeters) on each side of the weld. If the sample shows any breaks or cracks after removal from the bending machine, it is unacceptable.

(2) The ends of the second sample are flattened and the entire joint subjected to a tensile strength test. If failure occurs adjacent to or in the weld metal, the weld is unacceptable. If a tensile strength testing machine is not available, this sample must also pass the bending test prescribed in subparagraph (1) of this paragraph.

[35 FR 13267, Aug. 10, 1970, as amended by Amdt. 192-96, 63 FR 87604, July 13, 1998; Amdt. 192-94, 60 FR 32896, June 14, 2004]

APPENDIX D TO PART 192—CRITERIA FOR CATHODIC PROTECTION AND DETERMINATION OF MEASUREMENTS

I. *Criteria for cathodic protection—A. Steel, cast iron, and ductile iron structures.* (1) A negative (cathodic) voltage of at least 0.86 volt, with reference to a saturated copper-copper sulfate half cell. Determination of this voltage must be made with the protective current applied, and in accordance with sections II and IV of this appendix.

(2) A negative (cathodic) voltage shift of at least 300 millivolts. Determination of this voltage shift must be made with the protective current applied, and in accordance with sections II and IV of this appendix. This criterion of voltage shift applies to structures not in contact with metals of different anodic potentials.

(3) A minimum negative (cathodic) polarization voltage shift of 100 millivolts. This polarization voltage shift must be determined in accordance with sections III and IV of this appendix.

(4) A voltage at least as negative (cathodic) as that originally established at the beginning of the Tafel segment of the E-log-I curve. This voltage must be measured in accordance with section IV of this appendix.

(5) A net protective current from the electrolyte into the structure surface as measured by an earth current technique applied at predetermined current discharge (anodic) points of the structure.

B. *Aluminum structures.* (1) Except as provided in paragraphs (3) and (4) of this paragraph, a minimum negative (cathodic) voltage shift of 150 millivolts, produced by the