

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

<input type="checkbox"/> New	<input type="checkbox"/> OTR	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Bid Waiver	<input type="checkbox"/> Emergency	Previous Contract/Project No.
Contract					RTQ-01605
<input type="checkbox"/> Re-Bid	<input checked="" type="checkbox"/> Other	LIVING WAGE APPLIES:			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requisition No./Project No.:	EVN0000487	TERM OF CONTRACT	5	YEAR(S) WITH	<input type="checkbox"/> YEAR(S) OTR
Requisition /Project Title:	Emergency Cleanup Services				
Description:	Prequalified Pool of Vendors that will be used to solicit all labor, supervision, equipment, and materials necessary for emergency cleanup services to facilities for reasons such as; but not limited to: smoke, fire, water, or wind damage for Miami-Dade County.				
Issuing Department:	SPD	Contact Person:	Alexis Castro	Phone:	305-375-2179
Estimate Cost:	\$ 18,592,789	GENERAL	FEDERAL	OTHER	
			X FEMA;	X Proprietary Revenue; Fire	
			USHUD	District; Operating; Internal	
		Funding Source:	Services		

ANALYSIS

Commodity Codes:	910				
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor					
Small Business Enterprise:					
Contract Value:					
Comments:	Pool value is an increase to the existing value. The current pool value is \$8,802,000, and based on current ARF's the actual increase will be \$16,522,789.75. The difference comes from departments that did not submit ARF's but their existing allocation will extend for 5 years.				
Continued on another page (s):	<input type="checkbox"/> Yes <input type="checkbox"/> No				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				
Signed:	Alexis Castro	Date sent to SBD:	6/27/2023	
		Date returned to DPM:		

Solicitation RTQ-01605

Emergency Cleanup Services

Solicitation Designation: Public



Miami-Dade County

Solicitation RTQ-01605 Emergency Cleanup Services

Solicitation Number **RTQ-01605**

Solicitation Title **Emergency Cleanup Services**

Solicitation Start Date **Jul 28, 2020 4:57:29 PM EDT**

Solicitation End Date **Aug 17, 2020 6:00:00 PM EDT**

Question & Answer End Date **Aug 5, 2020 3:00:00 PM EDT**

Solicitation Contact **Alonzo Joseph**
Procurement Contracting Officer 2
ISD - Procurement Management Services
305-375-2774
alonzo.joseph@miamidade.gov

Solicitation Contact **Jessica Tyrrell**
Procurement Contracting Manager
ISD
305-375-4029
tyrrell@miamidade.gov

Solicitation Contact **Ruben Mejia**
Procurement Contracting Officer 1
ISD
305-375-1291
ruben.mejia@miamidade.gov

Contract Duration **See Bid Documents**

Contract Renewal **See Bid Documents**

Prices Good for **See Bid Documents**

Solicitation Comments **See bid document**

Addendum # 1

New Documents	RTQ-01605 ADDENDUM NO. 1.pdf
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Addendum # 2

New Documents	RTQ-01605 ADDENDUM NO. 2.pdf
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Previous End Date	Aug 12, 2020 6:00:00 PM EDT	New End Date	Aug 17, 2020 6:00:00 PM EDT
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Item Response Form

Item **RTQ-01605--01-01 - Emergency Cleanup Services**

Quantity **1 See Bid Documents**

Prices are not requested for this item.

Delivery Location **Miami-Dade County**

Miami-Dade County.

111 NW 1st Street

Miami FL 33128

Qty 1

Description

See bid document



MIAMI-DADE COUNTY, FLORIDA

R E Q U E S T T O Q U A L I F Y
(R T Q)

NOTICE TO ALL VENDORS:

To establish the pool of prequalified vendors, the County will accept electronic submittals through a secure mailbox at BidSync (www.bidsync.com) until the end date and time indicated in this solicitation document. There is no cost to the vendor submitting a response to a Miami-Dade County solicitation via BidSync. Electronic 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. To offer a submittal through BidSync, all information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the BidSync Solicitation End Date.

To request information prior to the BidSync Question & Answer End Date, use the question/answer feature provided within the solicitation by BidSync at www.bidsync.com. Material changes, if any, to the solicitation will only be transmitted by written addendum. (See addendum section of BidSync site).

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competition may be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and applicable provisions. Spot Market Competitions may not be restricted to vendors in this Pool; however, vendors must have a Complete Submittal to be awarded a contract pursuant to this Pool.

Vendors must anticipate the inclusion of the General Terms and Conditions of Miami-Dade County Procurement Contracts in all contracts resulting from spot market competitions. These general terms and conditions are considered non-negotiable. All current applicable terms and conditions pertaining to a resultant contract may be viewed online at the Miami-Dade County Strategic Procurement Division's webpage:
<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r19-1.pdf>.

The following Section 1 General Terms and Conditions provisions shall not apply to federally funded projects: Local Preferences, User Access Program (UAP) Fee, Small Business Enterprises (SBE) Measure, Local Certified Service-Disabled Veteran's Business Enterprise Preference, First Source Hiring Referral Program, Prompt Payment Terms, and Office of Inspector General Fee.

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit all labor, supervision, equipment, and materials necessary for emergency clean up services to Miami-Dade County (County) facilities for reasons such as, but not limited to: smoke, fire, water, or wind damage. Placement in the Pool is not a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quote or proposal, at the time of need.

Submittal - Shall refer to all information, attachments and forms submitted in response to this RTQ.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Work Order Proposal Request (WOPR) – shall refer to a competitive process involving the solicitation of proposals, by the Internal Services Department Strategic Procurement Division, from the Pool for specific goods and/or services; and evaluated and awarded based on best value.

2.3 TERM

The Pool shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Pool shall expire on the last day of the last month of the three-year term.

2.4 QUALIFICATION CRITERIA

Vendors shall meet the following criteria to be considered for placement in the Pool and for participation in future solicitations:

1. Vendors shall provide the contact information of a designated representative of the company who can be contacted to discuss matters pertaining to services, resolve inquiries, respond to ITQ's/WOPR's and who is cognizant of the services being offered. Vendors shall provide the representative's name, phone number, and email address.
2. Vendors shall provide three signed professional references on the reference company's letterhead and/or emails from the reference providers. The references should clearly demonstrate that Vendor is regularly engaged in the business of providing emergency clean up services for government entities and/or commercial businesses. The references shall contain the reference provider's name, phone number, email address, company name, and position title. The County must be able to ascertain from the Vendor provided references, to its satisfaction and at the County's sole discretion, that the Vendor holds sufficient experience

providing emergency clean up services in accordance with Section 3 of this solicitation.

Vendor shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors which will be included in the Pool. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary, and in its best interest.

2.5 ADDITIONAL GROUPS

The County reserves the right to add additional groups, with applicable qualification criteria, to the pool as it deems necessary.

2.6 INSURANCE

Insurance is **not** required in order to be prequalified under this RTQ. Insurance requirements will be detailed in the subsequent ITQ or WOPR.

2.7 SPOT MARKET QUOTES

Vendors in the Pool may be invited to participate in future spot market competition, as needed. The spot market competition will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.8 HUD SECTION 3 REQUIREMENT

In order to be considered for award of a spot market quotations issued by Miami-Dade Public Housing and Community Development Department, Vendors shall provide the documents listed under Attachment - 1 for review and approval. Therefore, Attachment – 1 which consists of the documents mentioned below are not a requirement to become prequalified under this pool; however, it is a requirement to be considered for an award of spot market quotations issued by Miami-Dade Public Housing and Community Development Department.

- **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**

This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

- **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**
Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.
- **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**
This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.
- **Business Preference Claim Form Document 00200**
- **Section 3 Economic Opportunity And Affirmative Marketing Plan Document 00400**
- **Contractor Subcontractor Estimated Project Worksheet Document 00450**

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Vendors shall be capable of providing emergency cleanup services, on an “as needed basis.” Services provided may include, but are not limited to the: supervision, labor, materials, equipment, and tools required to provide rapid mobilization and immediate service to a facility that requires emergency cleanup services.

Vendors shall provide rapid clean-up services to reduce downtime and allow for County to immediately initiate the recovery phase of the facility. Additionally, the services provided will also mitigate against public health and safety issues.

The equipment and chemicals used shall be suitable and employees shall be properly trained and equipped to provide the requested services. Vendors shall adhere to all applicable local, State, and Federal guidelines/laws and the Vendor shall take all necessary steps to ensure their staff are properly equipped and trained to service the County.

3.2 SERVICES TO BE PROVIDED

Emergency clean up services may include, but are not limited to: smoke, fire, water, or wind damage to a facility. Vendors may be required, in subsequent spot market solicitations, to provide the following services:

- | | | |
|---|--|--|
| • Water damage extraction and dry-out | • Desiccant/ refrigerant drying | • Verification of value |
| • Fire and smoke damage clean-up | • Removal and disposal of wet materials | • Assessment of damages |
| • Soot clean up and odor removal services | • Monitoring and recording of moisture levels | • Protection and preservation of property |
| • Deodorizing and sanitizing | • Content cleaning, manipulation and inventory | • Wet document and vital records recovery and restoration including freeze drying services |
| • Dehumidification | • Electronics and data recovery | • Decontamination/ disinfecting services |
| • Deep cleaning services | • Segregation of damaged from undamaged stock | |

SECTION 4
SUBMITTAL FORM

VENDOR: _____

<u>QUALIFICATION CRITERIA</u> TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	
2.4 (1)	<p>Vendors shall provide the contact information of a designated representative of the company who can be contacted to discuss matters pertaining to services, resolve inquiries, respond to ITQ's/WOPR's and who is cognizant of the services being offered. Vendors shall provide the representative's name, phone number, and email address.</p> <p>Representative Name: _____</p> <p>Phone Number: _____</p> <p>E-mail Address: _____</p>	
2.4 (2)	<p>Vendors shall provide three signed professional references on the reference company's letterhead and/or emails from the reference providers. The references should clearly demonstrate that Vendor is regularly engaged in the business of providing emergency clean up services for government entities and/or commercial businesses. The references shall contain the reference provider's name, phone number, email address, company name, and position title. The County must be able to ascertain from the Vendor provided references, to its satisfaction and at the County's sole discretion, that the Vendor holds sufficient experience providing emergency clean up services in accordance with Section 3 of this solicitation.</p>	<p style="text-align: center;">Copy Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>



Submittal Form

Solicitation No.		Solicitation Title:	
Bidder's Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/> *		Bidder's Federal Tax Identification Number: <input style="width: 90%;" type="text"/> *	
If Corporation - Date Incorporated/Organized: <input style="width: 90%;" type="text"/>		State Incorporated/Organized: <input style="width: 90%;" type="text"/> *	
Company Operating Address: <input style="width: 90%;" type="text"/> *	City <input style="width: 90%;" type="text"/> *	State <input style="width: 90%;" type="text"/> *	Zip Code <input style="width: 90%;" type="text"/> *
Miami-Dade County Address (if applicable): <input style="width: 90%;" type="text"/>	City <input style="width: 90%;" type="text"/>	State <input style="width: 90%;" type="text"/>	Zip Code <input style="width: 90%;" type="text"/>
Company Contact Person: <input style="width: 90%;" type="text"/> *		Email Address: <input style="width: 90%;" type="text"/> *	
Phone Number (include area code): <input style="width: 90%;" type="text"/> *		Company's Internet Web Address: <input style="width: 90%;" type="text"/>	
<p>Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), 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 prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); 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.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). Failure to affirm certification at this time may render the Bidder ineligible for the LHP.</p> <p>The address of the Locally-Headquartered office is:</p> <input style="width: 90%;" type="text"/>			
<p>IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p>			
<p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified 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 veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p>			

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if applicable):

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.

☐ Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential. In the event that the bid contains a claim that all or a portion of the bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: _____*	Date _____*
Representative's Name: _____*	
Representative's Title: _____*	

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

Bidder's Authorized Representative's Signature: _____*	Date _____*
Representative's Name: _____*	

Representative's Title:

*

SUBCONTRACTING FORM

Solicitation Number RTQ-01605

*Vendor Name *FEIN #

Complete "A" or "B".

- A. ☐ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.
- B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's Representative

*Print Name

*Print Title

*Date

Miami-Dade County Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Federal Employer

Contract No. :

Identification Number (FEIN):

Contract Title:

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of

County of

Subscribed and sworn to (or affirmed) before me this

day of,

by

_____ He or she is personally known to me

or has produced identification

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

rev. COVID-19 declared emergency

ATTACHMENT - 1

In order to be considered for award of a spot market quotations issued by Miami-Dade Public Housing and Community Development Department, vendors must provide the documents listed below for review and approval. These documents are not a requirement to become prequalified under this pool; however, it is a requirement to be considered for an award for spot market quotations issued by Miami-Dade Public Housing and Community Development Department.

- **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**
This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.
- **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**
Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.
- **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**
This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.
- **Business Preference Claim Form Document 00200**
- **Section 3 Economic Opportunity And Affirmative Marketing Plan Document 00400**
- **Contractor Subcontractor Estimated Project Worksheet Document 00450**



Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 employment and other economic opportunities generated by HUD assistance or 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 workers' 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 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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
701 NW 1st Court, 16th Floor, Miami, FL 33136 Ph. #786-469-4227
www.miamidade.gov/housing Section3@miamidade.gov

SECTION 3 BUSINESS PREFERENCE CLAIM FORM
DOCUMENT 00200

OPTIONAL DOCUMENT: Only applicable to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder's preference. Section 3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim Section 3 bidder's preference. Business application requests may be emailed to PHCD at Section3@miamidade.gov.

I, _____ certify that this _____
(Name of owner) **(Business Name)**

has been certified by PHCD as a Section 3 Business. Therefore, I am claiming contracting preference under the following category:

Initials	Category	Section 3 Business' Categories: (Only initial the category that best applies to your business)
	1	Section 3 business that: (a) Is 51% or more owned by residents of a PHCD's housing development (PH residents), or (b) Whose full-time, permanent workforce includes 30% of these residents as employees¹
	2	Section 3 business that: (a) Is 51% or more owned by residents of other PHCD's housing developments or programs (PH residents or participants in any other housing program managed by PHCD), or (b) Whose full-time, permanent workforce includes 30% of these residents as employees¹
	3	Section 3 business whose employees are participants in HUD Youthbuild program currently operating in Miami-Dade County by YWCA of Greater Miami, Inc. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
	4	Section 3 business that: (a) Is 51% or more owned by Section 3 residents (Low- or Very Low-Income persons); or (b) Whose permanent, full-time workforce includes no less than 30% of Section 3 residents as employees¹; or (c) That subcontract in excess of 25% (percent) of the total amount of subcontracts to Section 3 Business defined in Categories 1 and 2 only.

¹To claim Section 3 Business preference based on employees that are Section 3 Residents, at least 30% of the permanent, full time workforce of the business shall include current Section 3 Residents, or employees that within three (3) years of the first date of employment with the business concern were Section 3 Residents (24 CFR 135.5), at the time of this application.

If awarded, awardee/contractor is required to provide the applicable documentation for the preference category being claimed, including but not limited to Document 00401, Section 3 Resident Preference Claim; Document 00402, Section 3 Resident Household Income Certification; Document 00452, Employee List, and Document 00406, Letter of Intent to Subcontract/Solicit Section 3 Businesses. **FAILURE TO PROVIDE DOCUMENTATION SHALL INVALIDATE BIDDER'S SECTION 3 BUSINESS PREFERENCE CLAIM.**

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	Email address
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:		BID/RFP Name:	

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





ATTACHMENT 4

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
701 NW 1st Court, 16th Floor, Miami, FL 33136 Ph. #786-469-4227
www.miamidade.gov/housing Section3@miamidade.gov

Section 3 Economic Opportunity and Affirmative Marketing Plan DOCUMENT 00400

(To be completed and submitted by all bidders)

BID/RFP Number:		BID/RFP Name:	
(Name of business owner, officer, representative, agent)		(Company/Business/Firm Name)	

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm's Section 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) Section 3 regulation at 24 CFR Part 135 (email PHCD section3@miamidade.gov to obtain a copy).

Section I: Recruitment Procedures Required to Fill Vacant or New Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

1. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
2. Advertise the training and employment opportunities at the jobsite and surrounding neighborhood for targeted Section 3 residents and use the following language, which is available in Document 00404 "**Section 3 Language for News Ads, Flyers and Job Notices**" in all job notices and flyers:
 "This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding and is covered under 24 CFR Part 135, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project's area."
3. Schedule a time and place convenient for public housing and other Section 3 residents to complete job applications and conduct job interviews, if applicable.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youthbuild employment referrals. You may also visit their web-site at www.ywca-miami.org for more information.
5. Send notices about Section 3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present Document 00401, "**Section 3 Resident Preference Claim**" 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 Section 3 preference provide proof as described in Document 00401, or complete Document 00402, "**Section 3 Resident Household Income Certification**" (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Awardee/contractor and subcontractors 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**" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Awardee/contractor is responsible for collection of subcontractor(s) training and employment documentation outreach efforts described in this document, new hire reports (required) and weekly employment forms (only when subcontractor(s) hire workers for vacant or new positions in connection with PHCD awards).
10. **Will Subcontractor(s) be used? YES ☐ / NO ☐.** If yes, Awardee/contractor is also required to comply with section II of this document.

Section II: Awardee/contractor Recruitment of Section 3 Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)

Awardee/contractor will follow Plan's affirmative marketing steps for each PHCD award, when subcontracting work, to **Award** to Section 3 Business Concerns: **(1) At least 10% (percent) of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repairs, modernization or development of public or Indian housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and (2) At least three (3%) percent of the total dollar amount of all other section 3 covered contracts,**

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Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

where feasible. Awardee/contractor who subcontracts work is required to provide PHCD with a written explanation if the Section 3 minimum subcontracting goal is not met.

Awardee/contractor 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 subcontractors that may meet the criteria to become a certified Section 3 business to PHCD Section 3 Coordinator (Compliance) for assistance with completions and submittal of Section 3 Business Application.
2. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
3. Advertise for Section 3 subcontractors (subs) in construction trade journals, 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.
4. Send via fax, email or hand-deliver the **“Letter of Intent to Subcontract/Solicit Section 3 Businesses”**, and the **“Certificate of Unavailability”** forms, to all prospective subcontractor businesses for work in connection with each PHCD award.
5. Allow each subcontractor a minimum of five (5) business days to respond to contractor’s solicitation by returning the applicable form(s) completed and signed. All forms received from Section 3 Businesses subcontractors must be sent to PHCD within 14 days of notification.
6. Use the Document 00403 **“Training and Employment Outreach”** form to document recruitment and follow-up with subcontractors. Make a second attempt to solicit to any Section 3 businesses who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
7. Awardee/contractor is required to retain any documentation of outreach efforts and responses received from any organizations and subcontractors contacted for each PHCD project award, for three years after project completion.
8. Awardee/Contractor is required to submit all post award forms referenced in this document to PHCD, via email at Section3@miamidade.gov, within 14 days of notification.
9. Other post-award required submittals may include Document 00430 **“List of Subcontractors Utilization Section 3, Business”**, Document 00450 **“Contractors/Subcontractors Estimated Project Work Force Breakdown”**, Document 00452 **“Employee List”** and, Document 00453 **“Contractor/Subcontractor Certification”**.

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	(Email address)
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:		BID/RFP Name:	

DOCUMENT REQUIRED WITH BID SUBMISSION FROM BIDDERS WHO HAVE NOT PREVIOUSLY SUBMITTED PLAN UNDER MCC 7360 PLAN.

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ATTACHMENT 5

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

All bidders are required to submit this document with the bid package.

BID/RFP Name: _____ BID/RFP Number: _____ Date: ____/____/____

Contractor Print Name

Contractor Company Name

Email address

Phone #

A	B	C	D	E	F	G
		(REFER TO BOX "C" TO COMPLETE BOXES "E"-"G")				
Job Category	No. Positions Occupied by Permanent Employees (for ea. job category)	No. of Positions Not Occupied	Total Estimated Positions Needed for Project (Box B + Box C)	No. of Positions to be Filled with Section 3 Residents	Full or Part time	Indicate If Permanent, Temporary or Seasonal
Office Supervisor						
Office Clerical						
Professionals						
*Service Workers						
Trainees						
Others—(Specify Trade or Service; Journeyman or Apprentice)						

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ATTACHMENT 5 PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

A	B	C	D	E	F	G
		(REFER TO BOX "C" TO COMPLETE BOXES "E"-"G")				
Job Category	No. Positions Occupied by Permanent Employees (for ea. job category)	No. of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for Project (<u>Box B + Box C</u>)	No. of Positions to be Filled with Section 3 Residents	<u>Full</u> or <u>Part</u> time	Indicate If Permanent, Temporary or Seasonal
Office Supervisor	1	0	1	0	-	-
Office Clerical	0	1	1	1	F	P
Professionals	1	1	2	1	F	T
*Service Workers	1	2	3	1	F	T
Trainees	2	2	4	2	P	T
Others—(Specify Trade or Service; Journeyman or Apprentice)						
<i>Mechanic--Journeyman</i>	1	0	1	0	F	P
SAMPLE						

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

**ADDENDUM NO. 1**

DATE: July 30, 2020
TO: Prospective Vendors
SUBJECT: RTQ-01605
TITLE: Emergency Cleanup Services

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

We have received the following question and have included the response to the question below.

Question and Answer:

Question 1 I would like to make sure the county is lining up a vendor to bid on future jobs that come up here. Is there a scope of work, or job address within the documents that I couldn't see somehow?

Answer 1 No, at this time there is not a scope of work or address for any specific jobs. Per Section 2.1; this Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit all labor, supervision, equipment, and materials necessary for emergency clean up services. Additionally, per Section 2.7; Vendors in the Pool may be invited to participate in future spot market competition, as needed. The spot market competition will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable. Please refer to the solicitation for additional information.

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

**ADDENDUM NO. 2**

DATE: August 11, 2020
TO: Prospective Vendors
SUBJECT: RTQ-01605
TITLE: Emergency Cleanup Services

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

Please note the following change:

1. The Solicitation end date has been extended to Monday, August 17, 2020 at 6:00PM (local time).

We have received the following questions and have included the responses to the question below.

Questions and Answers:

- | | |
|-------------------|---|
| Question 2 | This is my first time using the Bids platform and also I'm an associate partner for the principal of the company and need assistance to response to some of the information requested. |
| Answer 2 | Please email Alonzo.Joseph@miamidade.gov for any procedural questions. If you have questions concerning uploading of documents to BidSync or other BidSync system questions, please contact BidSync directly at 1-800-990-9339. |
| Question 3 | Please provide invoice submitted by a contractor to Miami-Dade County for a recent Covid19 disinfection job completed. |
| Answer 3 | Please visit https://www.miamidade.gov/global/publicrecords/search.page to submit a public records request. |
| Question 4 | Please provide invoice submitted by a contractor to Miami-Dade County for a recent mold remediation job completed. |
| Answer 4 | This prequalification pool is not intended for mold remediation services. However, if you still desire to obtain copies of invoices, please visit https://www.miamidade.gov/global/publicrecords/search.page to submit a public records request. |
| Question 5 | I wanted to confirm in section 3.2, Services To Be Provided, that the service on the third column called, "Protection and Preservation of Property" is essentially board up and site security services, which may include temporary fencing, for instance, depending on the situation. Thanks. |
| Answer 5 | Future spot market quotations issued through this pool will include the specific scope that will elaborate and clarify. |
| Question 6 | Want to confirm by typing in our password, this will act as our signature, including any documents asking for a notary's signature. |

Answer 6 Yes.

Question 7 Can I use a reference email from a Miami-Dade County employee? We have worked with the county on pasted contracts.

Answer 7 References must meet the requirements listed in Section 2.4.

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

Question and Answers for Solicitation #RTQ-01605 - Emergency Cleanup Services

Overall Solicitation Questions

Question 1

Hi Joseph,

I would like to make sure the county is lining up a vendor to bid on future jobs that come up here.

Is there a scope of work, or job address within the documents that I couldn't see somehow? (Submitted: Jul 29, 2020 4:20:38 PM EDT)

Answer

- Please See ADDENDUM NO. 1 (Answered: Jul 30, 2020 11:42:52 AM EDT)

Question 2

This is my first time using the Bids platform and also im an associate partner for the principal of the company and need assistance to response to some of the information requested. (Submitted: Jul 30, 2020 3:11:57 PM EDT)

Answer

- Please See ADDENDUM NO. 2 (Answered: Aug 12, 2020 10:28:01 AM EDT)

Question 3

Please provide invoice submitted by a contractor to Miami-Dade County for a recent Covid19 disinfection job completed. (Submitted: Aug 3, 2020 11:55:23 AM EDT)

Answer

- Please See ADDENDUM NO. 2 (Answered: Aug 12, 2020 10:28:01 AM EDT)

Question 4

Please provide invoice submitted by a contractor to Miami-Dade County for a recent mold remediation job completed. (Submitted: Aug 3, 2020 11:55:37 AM EDT)

Answer

- Please See ADDENDUM NO. 2 (Answered: Aug 12, 2020 10:28:01 AM EDT)

Question 5

I wanted to confirm in section 3.2, Services To Be Provided, that the service on the third column called, "Protection and Preservation of Property" is essentially board up and site security services, which may include temporary fencing, for instance, depending on the situation. Thanks. (Submitted: Aug 3, 2020 4:34:15 PM EDT)

Answer

- Please See ADDENDUM NO. 2 (Answered: Aug 12, 2020 10:28:01 AM EDT)

Question 6

Want to confirm by typing in our password, this will act as our signature, including any documents asking for a

notary's signature. (Submitted: Aug 3, 2020 4:46:19 PM EDT)

Answer

- Please See ADDENDUM NO. 2 (Answered: Aug 12, 2020 10:28:01 AM EDT)

MARKET RESEARCH

Contract No.: RTQ-01605	Recommendation: <input type="checkbox"/> Exercise Option to Renew (OTR) <input type="checkbox"/> Non-Competitive Acquisition <input type="checkbox"/> Solicit Competition <input type="checkbox"/> Access Contract <input type="checkbox"/> Other
Title: Emergency Clean-Up Services	
Procurement Contracting Officer/Associate: Sherman Lewis / Richard Celestin	

Background:

This market research aims to determine the need and acquire vendors for Emergency Clean-Up Services. The current pool of RTQ-01605 allows the County to obtain emergency clean-up services on an as-needed basis. Emergency clean-up services consist of but are not limited to decontamination and cleaning services necessary for damage caused by water, wind, fire, and smoke, by deep cleaning and removing destructions. Services included supervision, labor, materials, equipment, and tools required to provide rapid mobilization and immediate service for county facilities that required emergency clean-up to reduce downtime and allow the County to initiate the recovery phase at their facility. The pool was used to procure disinfection services to decontaminate County facilities to prevent the spread of airborne pathogens and viruses, such as the SARS-CoV-2 Coronavirus. The RTQ-01605 allowed departments to seek reimbursement for these expenditures from the Federal Emergency Management Agency as necessary and permissible. The current RTQ-01605 has an allocation of \$8,502,000 and is set to expire on 3/31/2024.

Market Research:

The research was conducted with the intent to explore should the County seeks to establish a pre-qualified pool of vendors that can provide Emergency Clean-Up Services for Miami-Dade County department needs. Where the selected provider ensures their staff are properly equipped and trained to service the County and provide quick recovery for deep cleaning and removal of damages caused by water, wind, fire, and smoke at county facilities. The selected provider will provide immediate mobilization, labor, equipment, materials, and supervision necessary to perform emergency clean-up for Miami-Dade County End users.

In addition, providing the essential of safe, effective cleaning and removal, the provider is capable of the following example: but not limited to:

1. **Immediate Response:** - Immediate Response is inclusive; but not limited to spill clean-up, on carpets and hard surface flooring, broom, dustpan, squeegee, and mop readily available to clean destruction, smoke, fire, water, or wind damage and include substance of hazardous materials or perform other duties as required by end-user.
2. **Interior Cleaning:** - Interiors of buildings are inclusive but not limited to common areas and other high-touch, high-visibility areas, including the following: Spot clean and disinfect restroom fixtures, drinking fountains, public-use telephones, counters, floors, walls, and other high touchpoints.
3. **Exterior Cleaning:** - Exterior perimeter is inclusive; but is not limited to entranceways, break areas, walkways, breezeways, landscaped areas, planted areas adjacent to buildings, entrances, and all boundaries, including parking lots.

The market research also conducted Vendor search in Miami Dade County Small Business Directory and Minority Own Business Report under commodity codes **9105** and **910**, which are general for Emergency Clean-Up Services. As a result, the need for emergency clean-up service is very specific. The events of emergency cleaning are conditional, beyond control, and unforeseeable.

Small Business Directory - resulted with 618

Minority Own Business Report – resulted with 197

<u>Company</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>	<u>Website</u>	<u>Service</u>
A Super Cleaning Corp	Mura Sarria, Williams	786-447-1534	contact@asupercleaning.com	www.asupercleaning.com	Goods & Services
Kenkev Kleaning, Inc.	Evans Kenneth	954-394-1214	kenkevcleaning@gmail.com	www.kenkevcleaning.com	Cleaning Services
CBR Cleaning Solutions Corporation	Ramirez Maritza	786-348-6660	hugo@cbrcleaning.com	www.cbrcleaning.com	Janitorial Services

The selected vendors must be able to establish to the County a minimum of three (3) references, a valid business tax, and applicable endorsement to the satisfaction and, at the County's sole discretion, that the Vendor holds sufficient experience providing emergency clean up services.

Comparable Contracts:

[The Regents of the University of California Contract #R2021.003053 PFP# 002364](#) issued 3/17/2021 and will expire 08/05/2026 to furnish Disaster Relief Services to the University of California. The contract was awarded for the best value with the anticipation that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions. Page 9

[Disaster Debris Monitoring and Recovery Services - Orange County Florida Contract NO. Y19-131](#) issued 07/08/2019 and expires on 04/30/2023. Services include mobilizing and preparing immediate responses to natural disasters (page 9). This contract has an allocation of but not to exceed \$9,000,000 (Page1). This contract exceeds our end-user request and will expire in less than 12 months

[County of Dorchester South Carolina Contract No. 2021-39-1](#) Disaster Debris Monitoring & Recovery Services issued 07/15/2021 and expires 07/13/2024. This contract is an RFP for No. 2021-39. This contract includes the option for emergency cleaning in case of a hurricane and the removal of construction debris. It would not suit the needs, and they are in a different state.

Recommendation:

It is in the County's best interest to establish a pool of vendors capable of providing Emergency Clean-Up Services. The need for emergency clean-up service is very specific, and the events of emergency cleaning are conditional, beyond control, and unforeseeable. A pool of qualified providers will allow Miami Dade County to select a provider to ensure Emergency clean-up services that provide quick recovery and removal of damages not limited by water, wind, fire, and smoke at county facilities.