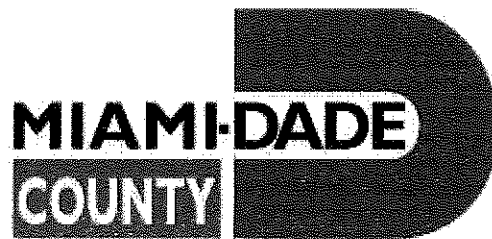


Solicitation FB-00836

Liquid Waste Handling Services

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-00836

Liquid Waste Handling Services

Solicitation Number FB-00836
Solicitation Title Liquid Waste Handling Services

Solicitation Start Date In Held
Solicitation End Date Oct 31, 2018 6:00:00 PM EDT
Question & Answer End Date Oct 31, 2018 6:00:00 PM EDT

Solicitation Contact Robert Mendoza
Procurement Contract Officer 1
ISD - Strategic Procurement Division
305-375-3704
Robert.Mendoza@miamidade.gov

Solicitation Contact Roma Campbell
305-375-3233
rcamp@miamidade.gov

Solicitation Contact Lydia Osborne
Strategic Procurement Division Director
ISD - Procurement Management Services
305-375-1620
lydiaos@miamidade.gov

Contract Duration **See Bid Documents**
Contract Renewal Not Applicable
Prices Good for **See Bid Documents**

Solicitation Comments The purpose of this solicitation is to establish a contract for the purchase of liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various user County Departments on an as-needed basis.

Item Response Form

Item **FB-00836-01-01 - Group 1: Pump-Out Services**
Lot Description Aviation Department
Quantity **950000 gallon**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 950000

Description

Per gallon rate for all pump-out services performed - as defined in paragraph 3.4

Item **FB-00836-01-02 - Group 1: Water Jetting**

Lot Description Aviation Department

Quantity **150 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 150

Description

Water jetting hourly rate - as defined in paragraph 3.5

Item **FB-00836-01-03 - Group 1: Stand By Pump-Out Truck**

Lot Description Aviation Department

Quantity **20 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 20

Description

Stand-by pump-out truck hourly rate - as defined in paragraph 3.9

Item **FB-00836-01-04 - Group 1: Repair Services - Normal Business Hours**

Lot Description Aviation Department

Quantity **100 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 100

Description

Hourly rate for all repair services performed during normal business hours - as defined in paragraph 3.8

Item **FB-00836-01-05 - Group 1: Repair Services - After Business Hours**

Lot Description Aviation Department

Quantity **25 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 25

Description

Hourly rate for all repair services performed after normal business hours - as defined in paragraph 3.8

Item **FB-00836-02-01 - Group 2: Pump-Out Services**

Lot Description Solid Waste Management Department

Quantity **54000 gallon**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 54000

Description

Per gallon rate for all pump-out services performed - as defined in paragraph 3.4

Item **FB-00836-02-02 - Group 2: Water Jetting**

Lot Description Solid Waste Management Department

Quantity **32 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 32

Description

Water jetting hourly rate - as defined in paragraph 3.5

Item **FB-00836-02-03 - Group 2: Stand By Pump-Out Truck**

Lot Description Solid Waste Management Department

Quantity **20 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 20

Description

Stand-by pump-out truck hourly rate - as defined in paragraph 3.9

Item **FB-00836-02-04 - Group 2: Repair Services - Normal Business Hours**

Lot Description Solid Waste Management Department

Quantity **32 hour**

Unit Price

Delivery Location **Miami-Dade County**

No Location Specified

Qty 32

Description

Hourly rate for all repair services performed during normal business hours - as defined in paragraph 3.8

Item **FB-00836-02-05 - Group 2: Repair Services - After Business Hours**
Lot Description Solid Waste Management Department
Quantity **32 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 32

Description

Hourly rate for all repair services performed after normal business hours - as defined in paragraph 3.8

Item **FB-00836-03-01 - Group 3: Pump-Out Services**
Lot Description Other County Departments
Quantity **408000 gallon**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 408000

Description

Per gallon rate for all pump out services performed - as defined in paragraph 3.4

Item **FB-00836-03-02 - Group 3: Water Jetting**
Lot Description Other County Departments
Quantity **395 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 395

Description

Water jetting hourly rate - as defined in paragraph 3.5

Item **FB-00836-03-03 - Group 3: Stand By Pump-Out Truck**
Lot Description Other County Departments
Quantity **20 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 20

Description

Stand by pump-out truck hourly rate - as defined in paragraph 3.9

Item **FB-00836-03-04 - Group 3: Repair Services - Normal Business Hours**

Lot Description Other County Departments
Quantity **635 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 635

Description

Hourly rate for all repair services performed during normal business hours - as defined in paragraph 3.8

Item **FB-00836-03-05 - Group 3: Repair Services - After Business Hours**
Lot Description Other County Departments
Quantity **220 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 220

Description

Hourly rate for all repair services performed after normal business hours - as defined in paragraph 3.8

Item **FB-00836-04-01 - Group 4: Pump-Out Services**
Lot Description **Miami-Dade Public Housing and Community Development And Community Action and Human Services (Federally Funded)**
Quantity **102400 gallon**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 102400

Description

Per gallon rate for all pump-out services performed - as defined in paragraph 3.4

Item **FB-00836-04-02 - Group 4: Water Jetting**
Lot Description **Miami-Dade Public Housing and Community Development And Community Action and Human Services (Federally Funded)**
Quantity **2000 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 2000

Description

Water jetting hourly rate - as defined in paragraph 3.5

Item **FB-00836-04-03 - Group 4: Stand By Pump-Out Truck**
Lot Description **Miami-Dade Public Housing and Community Development And Community Action and Human Services (Federally Funded)**
Quantity **20 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 20

Description

Stand by pump-out truck hourly rate - as defined in paragraph 3.9

Item **FB-00836-04-04 - Group 4: Repair Services - Normal Business Hours**
Lot Description **Miami-Dade Public Housing and Community Development And Community Action and Human Services (Federally Funded)**
Quantity **340 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 340

Description

Hourly rate for all repair services performed during normal business hours - as defined in paragraph 3.8

Item **FB-00836-04-05 - Group 4: Repair Services - After Business Hours**
Lot Description **Miami-Dade Public Housing and Community Development And Community Action and Human Services (Federally Funded)**
Quantity **210 hour**
Unit Price
Delivery Location **Miami-Dade County**
No Location Specified

Qty 210

Description

Hourly rate for all repair services performed during after business hours - as defined in paragraph 3.8

BID NO.: FB-00836

Liquid Waste Handling Services

Oct 31, 2018



MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Liquid Waste Handling Services

FOR INFORMATION CONTACT:

Robert Mendoza 305-375-3704 Robert.Mendoza@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- **READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.**
- **FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.**



SECTION 1

GENERAL TERMS AND CONDITIONS:

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

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

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-1.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

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

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

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

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will

be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES

SOLICITATION NO.: FB-00836

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various user County Departments on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence upon approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Services Division. The contract shall expire on the last day of the sixtieth (60th) month.

2.3 METHOD OF AWARD: MULTIPLE BIDDERS BY GROUP

Award of this contract will be made to up to the two lowest priced responsive, responsible Bidders on a group-by-group basis.

To be considered for award of a group, the Bidder shall offer prices for all items within that group. The lowest priced Bidder for each group will be determined by totaling either the unit prices for all items within the group or, if so structured, totaling the extended pricing for all items within the group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be deemed non-responsive. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible bidder.

The lowest priced Bidder shall be designated as Primary Awarded Bidder and second lowest Bidder as Secondary Awarded Bidder. The Primary Awarded Bidder shall have the responsibility to initially perform the service or deliver the goods identified in this solicitation. If the Primary Awarded Bidder fails to perform, the County shall have the option to seek the identified goods or services from the Secondary Awarded Bidder.

Award to multiple Bidders is made for the convenience of the County and does not exempt the Primary Awarded Bidder from fulfilling its contractual obligations. Failure of an Awarded Bidder to perform in accordance with the terms and conditions of the contract may result in that Bidder being deemed in breach of contract and the County terminating the contract and charging the Bidder re-procurement costs, if applicable.

2.4 QUALIFICATION CRITERIA – Bidders must meet the following requirements to be considered for award:

2.4.1 Bidders must be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders shall provide a minimum of three (3) **different** references from customers to whom they have delivered liquid waste handling services. The references should include the customer's company name, and the name, title, address, telephone number, and electronic mail address of the contact person who can verify that the bidder has successfully provided liquid waste handling services (Section 4: References). These references shall ascertain to the County's satisfaction that the bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

2.4.2 Maintain an office equipped with, at least, a telephone, a facsimile (fax) machine, and/or electronic mail capabilities. All resources must be available twenty-four (24) hours a day to provide immediate support and expedite services. The bidder's office address telephone and fax number, and/or electronic mail address shall be included in their submittal (Section 4: Information Data).

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

- 2.4.3** Have an authorized staff to discuss matters pertaining to the required services. Authorized staff must be knowledgeable of the industry. Bidders shall list on firm signed and dated letterhead authorized staff, including their roles and contact information, in their submittal. The list shall include the staff's applicable experience.
- 2.4.4** Have and maintain at all times, a Liquid Waste Transporters Operating Permit, issued by the Miami-Dade Regulatory and Economic Resources Department, Environmental Resources Management Division. Proof of current permit shall be included with the bidder's submittal.
- 2.4.5** Bidders must be equipped with the following gear. Bidders must list their equipment in Section 4: Equipment List, to affirm that the firm owns, or has access, to the required gear:
- a. A commercial truck unit capable of pumping-out heavy mud and debris from waste transfer stations, trash and recycling centers (TRCs or mini-dumps), lift stations, grease traps, landfill sites and other reservoir, and wet wells. Bidders must provide a leasing and/or contractual agreement or vehicle title to verify ownership.
 - b. A 2,200 gallon tank capacity, 500 ft. of $\frac{3}{4}$ " 3,000/7,500 psi sewer hose, 3 state 0-200", turbo blower. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - c. A vacuum system with a hydrostatic drive, 180 degree articulating hose reel, handgun. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - d. A 5 ft. telescopic boom, vacuum and drive system, and debris body flush out system. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - e. A 34 ft., 8" aluminum vacuum tube with clamps; capable of pumping-out heavy mud and debris from pits that could be as deep as 20 ft. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - f. A Visual metering method to be used on all vehicles used for pump-outs. This equipment must be operational at all times when performing pump-out service. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
- 2.4.6** Proof of Compliance to the Solicitation's Requirements: bidders are required to submit, with their bid submittal, all the specified information, documents and/or attachments as proof of compliance to the solicitation's requirements. However, Miami-Dade County may allow bidders to complete, or supplement, their proof of compliance to the solicitation's requirements during bid evaluation. Failure to provide proof of compliance to the solicitation's requirements, as requested by the County, may result in a bid being declared incomplete or non-responsive.
- 2.4.7** The County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

2.5 PRICES

- 2.5.1** The initial contract price resulting from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following the initial 12

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

month period, the fixed prices may be adjusted upward or downward in price based on changes in the following pricing index:

Groups 1 thru 3: Consumer Price Index (CPI) Urban Consumers, All Items, for the Miami-Ft. Lauderdale area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Group 4: The County will consider yearly price adjustments effective on October 1 of each year, pursuant to the annual Minimum Wages based on the Davis Bacon Act (Federal Funds), see paragraph 2.18.3. The Public Housing and Community Development (PHCD) and/or Community Action and Human Services Department (CAHSD) will provide the Davis Bacon Act price adjustment document.

2.5.2 It is the awarded bidder's responsibility to request price adjustments under this provision. Requests for price adjustments should be submitted to the Internal Services Department, Procurement Management Services Division, at least 90 calendar days prior to expiration of the then current 12 month period. The awarded bidder adjustment request should not be in excess of the relevant pricing index change.

2.5.3 Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the awarded bidder, the County will assure that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on the market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

2.5.4 It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded Bidder based on such price adjustments.

2.5.5 The awarded Bidder's prices shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidder is prohibit.

2.6 **GUARANTEE AGAINST DEFECTS**

The awarded bidder shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment for a period of one (1) year after date of the County's acceptance of the labor, material and/or equipment. The awarded bidder shall promptly correct all deficiencies, without cost to the County, within 14 calendar days after the County notifies the awarded bidder of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

2.6.1 **Deficiencies In Work**

The awarded bidder shall promptly correct all apparent or latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within fourteen (14) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded bidder by the County project administrator, who may confirm all such verbal reports in writing. The awarded bidder shall bear all costs of correcting such rejected work. If the awarded bidder fails to correct the work within the period specified in the notice, the County shall place the awarded bidder in contractual default, obtain the services of another bidder to correct the deficiencies, and charge the awarded bidder for these costs; either through a deduction from the final payment owed to the awarded bidder or through invoicing. If the awarded bidder fails to honor this voice or credit memo, the County may terminate the contract for default.

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2.7 WORK ACCEPTANCE

All work may be inspected by the County. The inspection will be performed to determine acceptance of work, appropriate invoicing and/or warranty conditions.

2.8 COMPLIANCE/REGULATIONS**2.8.1 Federal Standards**

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

2.8.2 Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24, of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by contacting the following:

Department of Regulatory and Economic Resources (RER)
701 NW 1st Court, Suite 400
Miami, Florida 33136
Telephone (305) 372-6789

2.8.3 Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All awarded bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible awarded bidder. Barricades shall be provided by the awarded bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.9 CLEAN-UP

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

2.10 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this solicitation and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.11 RESPONSE TIMES:

The awarded bidder shall provide 24 hours, 7 days a week liquid waste handling services on an as-needed basis for Miami-Dade County. Response time shall be within two (2) hours after notification by the County. Response time is defined as the time from acknowledged notification to arrival on-site. Failure to respond within the specified time will be in contractual default.

2.12 HOURLY RATES FOR REPAIRS

While this contract is primarily for liquid waste handling services for several Miami-Dade County departments, there may be times where repair services may be needed to keep a facility in operation. Bidders must quote an all-inclusive hourly rate for all repair services performed during normal business hours and after business hours. The hourly rate quoted shall be deemed to

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

provide full compensation to the awarded bidder for labor, material, equipment (provided by awarded bidder), travel time, and any other element of cost or price.

2.12.1 Normal Business Hours

Normal business hours are defined as from 7:00 AM to 5:00 PM, Monday through Friday, exclusive of observed County Holidays and weekends.

2.12.2 After Business Hours

After business hours are defined as from 5:01 PM to 6:59 AM, Monday through Friday, observed County Holidays, and weekends.

2.13 NOTIFICATION TO BEGIN WORK

The awarded bidder shall neither commence any work, nor enter a County work premise, until a Work Order directing the awarded bidder to proceed with service of work has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

2.14 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in this solicitation, the bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified by the County, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to County inspection and approval.

2.15 INVOICES

The standard invoice requirements listed in the General Terms and Conditions Paragraph 1.35 shall apply with the exception of the following added additional basic information:

- III. Pricing Information:
- Disposal fee cost

- VI. Submit disposal fee document with invoice. Failure to submit invoices in the prescribed manner will delay payment.

2.16 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION DEPARTMENT (GROUP 1)

A. The Miami-Dade County Aviation Department operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to frequently (more than 5 times within a 90-day period) enter the restricted areas of the Miami International Airport. These ID cards are required for access and are issued by the Miami-Dade Aviation Department at the current cost of \$38.00 for fingerprints and \$20.00 for the ID badge, per applicant per year. Therefore, the awarded vendor(s) under this group shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Miami International Airport restricted areas. For more information concerning ID cards, you may contact the Miami-Dade Aviation Department ID Section at 305.876.7188.

The Vendor must follow all security procedures required of workers at MDAD. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

For Customs ID, call 786-265-5715 or email cbp-miami-airport-security@dhs.gov for information. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

B. When performing work at the County's Aviation Department, the awarded vendor(s) shall acquire approval to access the Airside Operations Area (AOA). Vendor(s) shall gain access to the AOA and shall comply with all AOA drivers training requirements and endorsements for each employee assigned to MIA. (Note: Section - Insurance requirements)

C. Vendor(s) and their sub-contractors working at Miami Dade Aviation Department (MIA) are subject to complying with ISO 14001 regulations regarding Environmental responsibility. Vendor(s) will receive training and familiarization about the ISO 14001 protocol from the Miami Dade Aviation Department.

2.17 SPECIAL PROVISIONS – AVIATION FAA REQUIREMENTS (GROUP 1)**A). Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies

and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal

Aviation Administration 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 by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor/consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor/consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

2.18 REQUIREMENT FOR SERVICES FOR FEDERALLY FUNDED AGENCIES (GROUP 4)

2.18.1 Compliance with Federal Regulation Due To Use of Federal Funding

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.18.2 Public Housing and Community Development (PHCD) and Community Action and Human Services (CAHSD) Exempt to Requirements – The contract to be awarded under this solicitation will be used by the PHCD and CAHSD. As a Federally-funded agencies, the following requirements within this solicitation do not apply to their required services:

- a) Section 1 General Terms and Conditions, Paragraph 1.11-Local Preference
- b) Section 1 General Terms and Conditions, Paragraph 1.28–Office of the Inspector General
- c) Section 1 General Terms and Conditions, Paragraph 1.36-County User Access Program (UAP)
- d) Section 1 General Terms and Conditions, Paragraph 1.44-Small Business Enterprises (SBE) Measures

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

- e) Section 1 General Terms and Conditions, Paragraph 1.45-Local Certified Service-Disable Veteran's Business Enterprise Preference

2.18.3 PHCD and CAHSD Minimum Wages Based on the Davis Bacon Act (Federal Funds Utilized)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Miami-Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Bidder(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certified copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary. The above agreement shall be used only when federal funds are utilized for a specific project not exceeding \$50,000.00 each.

2.18.4 PHCD Section 3 Requirements

This contract is a Section 3 covered PHCD activity. Section 3 requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State, and local laws and regulations, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

All bidders (Section 3 and non-Section 3) shall submit all the required forms listed in Attachment 2 (attached) Section G (Required Documents for Submission) of this document at the time of proposal submittal date and post-award including Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)". This Plan is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, (applicable to all firms who submit proposals for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards. The Section 3 bidders must submit a completed Public Housing and Community Development (PHCD) Section 03 Economic Opportunity and Affirmative Marketing Plan.

2.18.5 PHCD U.S. Department of Housing and Urban Development Forms Required

This contract is subject to U.S. Department of Housing and Urban Development requirements for Contracts for Public and Indian Housing programs. Attachment 3 includes forms HUD-5369, HUD-5369-B, HUD-5369-C, and HUD-5370-C. These forms include instructions, as well as terms and conditions which are applicable to this project. Additionally bidders shall submit form HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract at time of bid submittal

These forms are applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s).

2.19 PURCHASE OF OTHER SERVICES

While the County has listed all major services within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional similar services that must be added to the contract after award. Under these circumstances, a County representative will solicit the awarded bidders and obtain a price quote for the similar services. Should a different service be quoted than listed on the request for price quotation, the awarded

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bidder shall provide the documentation as listed in Section 2.4 of this solicitation or any supporting documentation as required by the County.

2.20 INSURANCE REQUIREMENTS (GROUP 2 – 4)

The standard insurance requirements listed in the General Terms and Conditions Paragraph 1.22 shall apply with the exception of the following changes to the sections specifically identified:

- B. Commercial General Liability including Products and Completed Operations and Pollution Liability in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Covered Autos-Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.
- D. Pollution Liability Coverage in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

2.21 INSURANCE REQUIREMENTS MIAMI-DADE AVIATION DEPARTMENT (MDAD) GROUP 1

In addition to the requirements in Paragraph 1.22 of the General Terms and Conditions, the following shall apply to Group 1 and all other services required by the Miami-Dade Aviation Department (MDAD).

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

- A. Worker's Compensation Insurance for all employees of the Vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000* combined single limit per occurrence for bodily injury and property damage.

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

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

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

or

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the requirements in this section shall not relieve the vendor of its liability and obligation under this, or under any other, section of the Contract.

The vendor shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If certificate submitted does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required insurance documents in the manner and within the timeframes prescribed within five (5) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation. No work shall be authorized or shall commence under the Contract until the vendor has complied with the foregoing insurance requirements.

The successful bidder shall assure that the Certificates of Insurance required in conjunction with this section remain in full force for the term of the contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of insurance is scheduled to expire during the term of the contract, the successful bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.

In the event that expired Certificates of Insurance are not replaced or renewed to cover the contract period, the County may suspend the contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the contract for cause and the successful bidder shall be responsible for all direct and indirect costs associated with such termination.

2.22 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contract does not elect to terminate this Contract within the time specified herein, this contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES

SOLICITATION NO.: FB-00836

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

This contract is for liquid waste handling services, including emergency services. The awarded bidder(s) will provide all labor, equipment, tools and incidental to efficiently and properly handle liquid waste, including pump-outs, collection, cleaning, and disposal services. The vendor will be responsible for pumping out all trap contents (i.e. grease, water and solids), scraping and pressure washing trap walls, water jetting influent lines up to 120' linear feet, and transporting and disposing of liquid waste, on an as-needed basis. All required equipment pertaining to this solicitation is the vendor responsibility for accountability, up keep, serviceability, and operation. Any equipment identified as found missing, not up-kept properly, unserviceable, and nonoperational will be in contractual default.

3.2 LIQUID WASTE

"Liquid waste shall mean sludge resulting from, but not limited to, a waste treatment works, air pollution control facility, domestic, commercial, mining, institutional, agricultural, or governmental operations; or other waste materials, including materials to be recycled or otherwise beneficially reused; or septic tank, grease trap, sediment trap, portable toilet, or oil and grease separator pump-outs; or solvents, sewage, industrial waste, hazardous waste, semisolid waste, or potentially infectious waste; or any similar materials which would cause a nuisance or would otherwise cause a violation of this chapter if discharged to the ground or waters of Miami-Dade County" – Miami-Dade County Environmental Protection Ordinance, Chapter 24 of the Code of Ordinances of Miami-Dade County.

3.3 REPORTS

The vendor shall submit to a County representative a report noting the following after each service:

- 3.3.1 The location
- 3.3.2 Type of service
- 3.3.3 Separator number (if any)
- 3.3.4 Number of gallons pumped
- 3.3.5 Water-jetting hours
- 3.3.6 Any abnormal conditions or areas in need of repair

3.4 PER GALLON PRICES

Bidders must quote an all-inclusive price for all liquid waste handling services based on the number of gallons pumped-out. All related tasks, except water jetting, such as collecting, cleaning (including trap washing, pressure cleaning, removing solids, and build-up, and truck cleaning) and mobilization, shall be included in the price per pumped-out gallon.

3.5 WATER JETTING

The vendor will use industry standard water jetting equipment, (a high-pressure stream of water generated by a waterjet), as needed, to clean influent lines, traps, trenches, and drain lines. Bidders must quote an all-inclusive hourly rate for all water jetting services.

3.6 EQUIPMENT

The equipment to be utilized in servicing this contract shall be designed exclusively for the purpose intended, and shall be properly licensed and permitted. The vendor shall utilize a mechanical material metering device on all vehicles used for pump-outs which will permanently record the amount of gallons pumped. When the vendor performs a pump-out, a ticket showing the total number of gallons pumped shall be filled out by the driver and left with an authorized Miami-Dade County representative at the service site.

3.7 DISPOSAL OF WASTES

It is unlawful to dispose or discharge any liquid waste into a sanitary sewer, manhole, storm sewer catch basin, drywall, soakage pit, or ground surface. The awarded bidder under contractual obligation to Miami-Dade County shall dispose of pump-outs at any of the Sewage

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

Treatment Plants located in Miami-Dade County or at a Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade County or at a Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. All accidental spillage, leakage or other discharge of liquid wastes occurring anywhere within Miami-Dade County boundaries shall be reported immediately to the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. Charges for legally disposing of these wastes will be reimbursed to the vendor, at cost, when added to the invoice with proof of cost. All invoices are completed in accordance with paragraph 2.15: Special Conditions and 1.35: Invoices of General Terms and Conditions.

3.8 REPAIRS

The vendor will promptly provide all labor, equipment, tools, parts, and incidentals to efficiently and promptly carry-out the necessary repairs to keep a facility in operation. The vendor must quote an all-inclusive hourly rate for all repair services performed during normal business hours - 7:00 am to 5:00 pm, Monday through Friday – excluding observed County Holidays, and weekends. The vendor also quote an all-inclusive hourly rate for all repair services performed after normal business hours. Charges for equipment rental and parts associated with these repairs will be reimbursed to the vendor, at cost, when added to the invoice with proof of cost.

The vendor is required to assess repairs and provide an estimated time completion period to the department Project Manager. If repairs exceed the estimated time period for completion, the vendor must notify the Project Manager of the delay, the cause of the delay, and a new completion date. All invoices are completed in accordance with paragraph 2.15: Special Conditions and 1.35: Invoices of General Terms and Conditions.

3.9 STAND-BY PUMP-OUT TRUCK

The vendor will provide an hourly rate for a manned pump-out truck (4,100 gallon minimum capacity) to stand-by, ready to pick-up accidental spillage, while County crews perform certain repairs. The vendor's quotes, all inclusive, per gallon prices, will apply to all pump-outs of accidental spillage.

3.10 ADDITIONAL REQUIREMENTS FOR GROUP 2

The Solid Waste Management Department (SWM) requires to have available services of a commercial truck unit capable of pumping out heavy mud and debris from all the Garbage and Trash Transfer Stations, Trash and Recycling Centers (TRC's), Truck Washing Sites, and Landfill sites of SWM. The job may require a minimum of two (2) crews at each site, and will include the following:

3.10.1 Removal of grates covering trenches at all sites

3.10.2 Pumping-out mud in the trenches at all sites

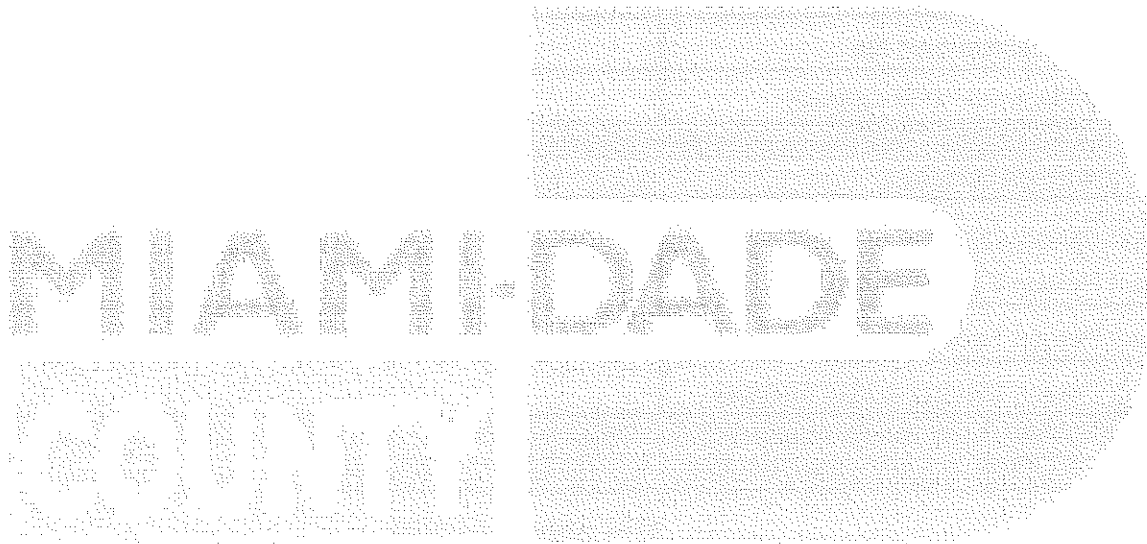
3.10.3 Jetting the pipes from the trenches to the manhole at the end of the line; and pumping out and pressure cleaning the manhole at the end of the line at all sites.

3.10.4 At the West Transfer Station, the drain lines end in the sump pit inside the buildings. This sump pit has to be pumped clean of mud and debris and jet cleaned with the pressure hose. The 4" lines from the sump pit to the outside line may have to be jet cleaned occasionally. Also, work may include the jet cleaning of the storm water 16" line around the perimeter of the Station.

3.10.5 At the Northeast Transfer Station there are two (2) pits (in the lift station) at the end of the line. The lines from this Lift Station to the sewer manholes have to be jet cleaned occasionally.

SOLICITATION TITLE: LIQUID WASTE HANDLING SERVICES**SOLICITATION NO.: FB-00836**

- 3.10.6** All Landfills work will include pumping-out leachate that may show up in the swales, and jetting and cleaning drain lines from manholes to manhole, in addition to work listed above. The South Dade Landfill work may include cleaning the Water and Sewer Department (WASD) groundwater line.
- 3.10.7** The Resource Recovery Landfill work may include cleaning the French Drain on the four manholes located at 6990 NW 97th Avenue by the entrance to the plant, and the cleaning of the Leachate intercept or manhole inside the NW 58th Street closed landfill.
- 3.10.8** Work of similar nature at the different sites as required.



**SECTION 4: INFORMATION DATA
LIQUID WASTE HANDLING SERVICES****FIRM:** _____**FEIN No.:** _____

VENDOR GENERAL INFORMATION	
Provide name of office staff that is capable of meeting the County's needs from 7:00 am to 5:00 pm Monday through Friday.	
Company Name:	
Company Contact Person Name:	
Company Address:	
City/State/Zipcode:	
Company Telephone No.:	
Company Facsimile (fax) No.:	
Company Electronic Mail Address:	
Provide name of office staff that is capable of meeting the County's needs after normal working hours Monday through Sunday.	
Contact Person Name:	
Contact Person Telephone No.:	
Contact Person Facsimile (fax) No.:	
Contact Person Electronic Mail Address:	
This information is the vendor responsibility to keep current. Any changed information should be sent to the appropriate Officer in a signed written form i.e. e-mail or a firm's letterhead.	

Print page as needed

**SECTION 4: EQUIPMENT LIST
LIQUID WASTE HANDLING SERVICES**

FIRM: _____ FEIN: _____

EQUIPMENT		
Identify required and additional equipment with dimensions and sizes.	Owner	Lease
<i>Print page as needed</i>		

SECTION 4: REFERENCES
LIQUID WASTE HANDLING SERVICES

FIRM: _____ **FEIN#:** _____

LIST REFERENCES OF PREVIOUS OR CURRENT CUSTOMERS	
Company Name:	
Company Person's Name:	
Company Person's Title:	
Company Person's Phone Number:	
Company Person's E-Mail Address:	
Company Name:	
Company Person's Name:	
Company Person's Title:	
Company Person's Phone Number:	
Company Person's E-Mail Address:	
Company Name:	
Company Person's Name:	
Company Person's Title:	
Company Person's Phone Number:	
Company Person's E-Mail Address:	
NOTE: Bidders are encouraged to inform submitted references that Miami-Dade County will be seeking and/or verifying information from them.	

Print page as needed.



**Miami-Dade County
Procurement Management Services
Solicitation Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-00836		Solicitation Title: Liquid Waste Handling Services	
Legal Company Name (include d/b/a if applicable): <input type="text"/>		Federal Tax Identification Number: <input type="text"/>	
If Corporation - Date Incorporated/Organized: <input type="text"/>		State Incorporated/Organized: <input type="text"/>	
Company Operating Address: <input type="text"/>		City <input type="text"/>	State <input type="text"/>
Remittance Address (if different from ordering address): <input type="text"/>		City <input type="text"/>	State <input type="text"/>
Company Contact Person: <input type="text"/>		Email Address: <input type="text"/>	
Phone Number (include area code): <input type="text"/>	Fax Number (include area code): <input type="text"/>	Company's Internet Web Address: <input type="text"/>	

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR 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, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. 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 response package through a duly authorized representative and shall also initial this space: . In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 or a selection committee in public.

By submitting a bid pursuant to this solicitation, you agree 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: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title <input type="text"/>	
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: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title <input type="text"/>	

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



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

Name of Bidder/Proposer: _____

FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract 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. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

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

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

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/businessdevelopment-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

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

Signature of Bidder/Proposer	Print Name	Print Title	Date

UBB

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 Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____	Federal Employer 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, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Notary Public Seal

ATTACHMENT 2

MIAMI-DADE COUNTY PROPOSAL NO.:

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

REQUIREMENTS FOR SECTION 3 OF THE HUD ACT OF 1968

A. CONE OF SILENCE EXEMPTION ***NEW***

Public Housing and Community Development (PHCD) staff and proposers may communicate while a solicitation is in progress and prior to award of proposal to clarify Section 3 definitions, requirements and business preference procedures, pursuant the Miami-Dade Commission on Ethics opinion on March 10, 2004.

B. GENERAL REQUIREMENTS

1. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
2. **Section 3** (24 CFR Part 135.1) requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
3. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.
4. Contractors must familiarize themselves with Section 3 regulations and requirements. Contractors interested in receiving more information on Section 3 requirements, or interested in becoming a PHCD-certified Section 3 Businesses shall contact PHCD Section 3 Coordinator at Section3@miamidade.gov. **Note:** In order for a contractor/proposer to qualify for a Section 3 contracting preference, the contractor/proposer must be certified by PHCD as a Section 3 business, at least two weeks prior to the proposal submittal date.
5. All contractors/proposers (Section 3 and non-Section 3) are required to execute and submit under this Contract all the required forms listed on Section G of this document at the time of proposal submittal date and post-award including **Document 00400 Section 3 Economic Opportunity and Affirmative Marketing Plan** (Plan). This Plan is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to meet Section 3 subcontracting goals and ensure Section 3 business (where subcontracting is to take place) are used, and (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards (applicable to all firms who submit proposals for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards.
6. **Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.**



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All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful proposer (contractor), and proposer's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to 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. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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D. DEFINITIONS

1. **Contractor** means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.
2. **HUD Youthbuild programs** mean program that receive federal assistance and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
3. **Low-Income person** refers to families (including single persons) whose incomes do not exceed **80%** (percent) of the area median income (AMI).
4. **New hires** mean full-time employees for permanent, temporary or seasonal employment opportunities. This includes, but is not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.
5. **Section 3 business concern (Section 3 business)** means a business concern (a) that is 51% (percent) or more owned by section 3 residents; **or (b)** Whose permanent, full-time employees include persons, at least 30% (percent) of whom are currently section 3 residents, **or** within three (3) years of the date of first employment within the business concern were section 3 residents; **or (c)** That provides evidence of a commitment to subcontract in excess of 25% (percent) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of Section 3 business concerns set forth in (a) and (b).
6. **Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.
7. **Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
8. **Section 3 Resident** means (a) a public housing resident; **or (b)** an individual who lives in Miami-Dade County, and who is a low-, or very low-income person; **or (c)** A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.
9. **Subcontractor** means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.
10. **Very Low- Income person** refers to families (including single persons) whose incomes do not exceed **50%** (percent) of the area median income (AMI).



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11. The *Miami-Dade County's (MDC) Income Limits for Low- and Very Low-Income* persons are updated annually by HUD. The MDC Income Limits listed below can also be found in PHCD's website at: <http://www.miamidade.gov/housing/income-limits.asp>.

MIAMI-DADE COUNTY – FY 2018 INCOME LIMITS								
Area Median Income (AMI) for Miami-Dade County: \$52,300				Effective Date: April 1, 2018				
Family Size	1	2	3	4	5	6	7	8
Very Low (50% of AMI)	\$27,550	\$31,500	\$35,450	\$39,350	\$42,500	\$45,650	\$48,800	\$51,950
Low (80% of AMI)	\$44,100	\$50,400	\$56,700	\$62,950	\$68,000	\$73,050	\$78,100	\$83,100

E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR 135.36)**1. ORDER OF PROVIDING PREFERENCE/ PRIORITY RANKINGS:**

a) **Order of providing preference.** Recipients, contractors and subcontractors shall be directed to award Section 3 covered contracts, to the greatest extent feasible, to a section 3 business concerns in the order of priority provided below.

Category 1 Business (Highest Priority)	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 employees ¹
Category 2 Business	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 employees ¹
Category 3 Business	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.
Category 4 Business	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 employees ¹ ; 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 application.

b) **Eligibility for preference.** A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business concern.

c) **Ability to complete contract.** A Section 3 Business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.



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2. AWARD - PROCUREMENT PROCEDURES THAT PROVIDE FOR PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

Proposals are being solicited from all businesses (Section 3 business and non-section 3 businesses). Preference in the award will be provided to certified Section 3 businesses as follows:

- I. Request for Proposals: During the scoring and ranking of proposals, the Review Team members shall allocate additional points to responsive, responsible proposer(s) certified as Section 3 business(es), as follows:

Category 1 Business (Highest priority)	10 Points
Category 2 Business	8 Points
Category 3 Business	6 Points
Category 4 Business	4 Points

In the case of a tie between Section 3 certified Proposers, preference will be applied in the order of priority stipulated above in Section E.1.

- II. Invitation to Bid solicitations: Where applicable, an award will be made to the LOWEST responsive, responsible bidder, pre-certified as Section 3 Business, with the highest priority ranking, as stipulated above in Section E.1, if that bid:

- a) is within the maximum total contract price established in PHCD's budget, and
 b) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

The contract shall be awarded to the lowest responsive responsible bidder if no responsive bid by a PHCD pre-certified Section 3 business concern meets the above-defined "X" factor.

F. REQUIREMENTS AND PROCEDURES

1. SUBCONTRACTING GOALS

Each recipient, contractor and subcontractor may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns. If subcontractors are to be used, *contractor* must take the following affirmative action steps to outreach to Section 3 Businesses concerns, (*multi-trade projects only*).



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- a) **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**, where feasible.
- b) *Divide the work into smaller components*, where feasible, to facilitate subcontracting opportunities to Section 3 businesses.
- c) *Document the outreach steps taken*, consistent with the steps listed in the contractor's Plan to demonstrate compliance in solicitation to Section 3 businesses.
- d) *The contractor and its subcontractors must meet applicable requirements, follow the outreach steps described in the contractor's executed Plan, and submit the required PHCD's post-award forms in the frequency and format requested by PHCD during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future USHUD-assisted contracts.*

2. TRAINING AND EMPLOYMENT OPPORTUNITIES - RECRUITMENT

If subcontracting, *contractor and subcontractors* shall comply with the numerical goals for training and employment for new hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels. Contractor and subcontractors shall comply with training and employment steps outlined in the "*Section 3 Economic Opportunity and Affirmative Marketing Plan*", and must adhere to the following provisions:

- a) *Commit to undertake efforts to train and hire qualified Section 3 residents for their existing vacant or new positions in connection with this award, to the greatest extent feasible, at a minimum 30% of the total number of new hires for existing vacant or new positions*, during the term of the contract following the order of priority order for Section 3 residents indicated under Section H of this document.
- b) *Explain to all job applicants how to claim Section 3 preference using PHCD forms provided at each pre-construction meeting, and show them the Miami-Dade County Income Limits table, included under Section C of this document.*
- c) *Include Section 3 preference language in any job news ads, flyers, and community notices, and provide preference to Section 3 residents in the hiring and training opportunities in connection with this award. Notices must be placed at the job-site where work is to take place and in the surrounding community during the performance of the contract.*
- d) *Must submit the required PHCD's post-award forms listed in Section G in the frequency and format requested by PHCD on their efforts made to train and/or employ Section 3 residents in connection with this award and the results during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future USHUD-assisted contracts.*



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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

G. REQUIRED DOCUMENTS FOR SUBMISSION

- 1. PRE-AWARD:** Contractors/proposers must complete and submit the applicable documents listed below with the proposal package:

Submit with PROPOSAL Package if,		"NOT" SUBCONTRACTING		"SUBCONTRACTING"
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects	For Multi-Trade Projects
00200	Section 3 Business Preference Claim (Only if claiming Section 3 preference)	X	X	X
00400	Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)	X	X	X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X	

- 2. POST-AWARD PROCESS:** The successful proposer and its subcontracts, must complete and submit the following documents within 14 days of notification:

AWARD PROCESS - REQUIRED DOCUMENTS IF "SUBCONTRACTING"			
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects
00401	Section 3 Resident Preference Claim (Awardee shall distribute this form to all job applicants)	N/A	N/A
00402	Section 3 Resident Household Income Certification (Awardee shall distribute this form to all job applicants)	N/A	N/A
00403	Training and Employment Outreach		X
00404	Section 3 Language for News Ads, Flyers and Job Notices (For inclusion in awardee's jobs ads)	N/A	N/A
00406	Letter of Intent to Subcontract/Solicit Section 3 Businesses		X
00408	Certificate of Unavailability		X
00430	List of Subcontractors Utilization		X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X
00452	Employee List	X	X
00453	Contractor/Subcontractor Certification		X



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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**H. Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR 135.34)**

- a) *Order of providing preference.*** Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to section 3 residents in the order of priority provided below.

Category 1 Residents (Highest priority)	Residents of the PHCD's public housing development or developments where work is to take place.
Category 2 Residents	Residents of other PHCD's public housing developments or programs managed by PHCD.
Category 3 Residents	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Residents	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) Individuals who reside in Miami-Dade County, and meet the definition of a low- or very low-income person.

- b) *Eligibility for preference.*** A Section 3 Resident seeking the preference in training and employment shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 Resident as defined above. Example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.

- c) *Eligibility for employment.*** Contractors and subcontractors are not required to hire/employ a Section 3 Resident who does not meet the qualifications of the position to be filled.

I. EMPLOYMENT OPPORTUNITIES

For information on employment opportunities and application assistance, contact the South Florida Workforce, at 305-594-7615, ext. 369, or www.careersourcesfl.com or the State of Florida at www.employflorida.com/.



Miami-Dade County
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

Solicitation FB-00836

**SECTION 3 RESIDENT PREFERENCE CLAIM
DOCUMENT 00401**

Section 3 Resident means: (1) A public housing resident; or (2) An individual who resides in Miami-Dade County, and who is a low- or very low-income person; or (c) A person seeking training and employment preference provided by Section 3 bears the responsibility of providing evidence, that the person is eligible for the preference.

To determine if you are a Section 3 Resident, please answer the following questions. If you answered "yes" to any of the questions, you may be entitled to claim Section 3 Resident Preference, when applying for training and employment opportunities generated from federally funded projects.

Are you a legal resident of Miami-Dade County (MDC)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you a public housing resident / living in a public housing unit?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you a Section 8 Voucher holder / living in a Section 8 or subsidized unit?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you a HUD Youthbuild program participant?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you receive federal, or public assistance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your annual household income between the MDC Income Limits for Low- or Very Low-Income listed below? Yes <input type="checkbox"/> No <input type="checkbox"/>		

(Circle the Income Limit that applies to your household/family)

MIAMI-DADE COUNTY – FY 2018 INCOME LIMITS								
Area Median Income (AMI) for Miami-Dade County: \$52,300				Effective Date: April 1, 2018				
Family Size	1	2	3	4	5	6	7	8
Very Low (50% of AMI)	\$27,550	\$31,500	\$35,450	\$39,350	\$42,500	\$45,650	\$48,800	\$51,950
Low (80% of AMI)	\$44,100	\$50,400	\$56,700	\$62,950	\$68,000	\$73,050	\$78,100	\$83,100

The Miami-Dade County's (MDC) income limits for Extremely Low-, Low- and Very Low-Income families are updated annually by HUD. The MDC income limits can also be found on PHCD's website at:
<http://www.miamidade.gov/housing/income-limits.asp>.

Section 3 Resident Certification Race/Ethnicity _____ (Optional: For statistical purposes only)

Print Name:	Social Security # (last 4-digits):
Address:	Phone #:
Email Address:	Employed by:
Annual Family/Household Income: \$	Number of Family/Household Members:

A Section 3 Resident seeking the preference in training and employment shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 Resident as defined above.

I have attached one of the following documents as proof of my status:

- ☐ 1. Proof of residency in a Public Housing, Section 8, or any other federally assisted housing program (current lease)
- ☐ 2. Proof of income or public assistance, such as Supplemental Security Income (SSI), Temporary Assistance to Needy Families (TANF) recipients, or Head Start, VPK, Kids Care, or meals program participation.
- ☐ 3. Proof of participation in a HUD YOUTHBUILD program.
- ☐ 4. Proof of participation in a federally assisted program such as Job Training Partnership Act (JTPA), etc.
- ☐ 5. Proof of participation in a state or local assistance program, or other program that assists low- or very low-income persons.
- ☐ 6. Use Document 00402, "Section 3 Resident Household Income Certification" to provide the individual/employee household income, and to certify that the individual/employee meets the definition of a Section 3 Resident, if none of the documents listed above are attached.
- ☐ 7. None of the above applies. No further forms are required.

I certify to the best of my knowledge that the information contained here within is true and correct.

Print Name: _____ Signature: _____ Date: ____/____/____



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.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
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www.miamidade.gov/housing Section3@miamidade.gov

SECTION 3 RESIDENT HOUSEHOLD INCOME CERTIFICATION
DOCUMENT 00402

Residents of Miami-Dade County who are low- or very low-income persons and are seeking Section 3 residents preference in training and employment, but are neither public housing residents, nor participants in a federally assisted housing program, nor recipients of public assistance shall (1) **disclose their total current gross annual household income**, (2) **provide the name and date of birth of each household member**. The income earned by all household members, except the income earned by children under 18, received from private assistance/contribution, child support, and bank or investment earnings must be included, where indicated below.

Print Name:					Social Security # (last 4-digits):	
Address:						
Email Address:					Phone #:	
Employed by:					Annual Family/Household Income: \$	
Total Number of Family Members		Number of Adults:		Number of Children:		
The source(s) of my total annual household income is/are: (If necessary, use additional pages and number each page)						
Family Members' Name	Income source – Income Amount					
	Gross Annual Earnings (Income from Employment)	Private Assistance (Contribution)	Child Support	Income from Interest earned by bank account	Income from investment earnings	Other Income (list)
Head of Household (HOH)						
HOH Spouse/Co-tenant (if applicable)						
Other Adult: 18 years or older (if applicable)						
Other Adult: 18 years or older (if applicable)						
Other Adult: 18 years or older (if applicable)						
Other Adult: 18 years or older (if applicable)						

By signing this document, I certify that the information I have provided above is true and correct, and I agree to provide proof of the annual family/household income such as a copy of prior year federal income taxes, IRS W-2 Tax Form, Form 1099, or current paycheck stubs.

Print Name	Signature	Date



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Miami, FL 33136 Telephone: 786-469-4227
www.miamidade.gov/housing
Section3@miamidade.gov

Section 3 Language for News Ads, Flyers, and Job Notices

DOCUMENT 00404

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

The following language must be included in all advertisements/solicitations/flyers and advertised according to the scope of services and value of this solicitation.

"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."

For more information on the Section 3 requirements, or to request and application you may contact Public Housing and Community Development (PHCD) Section 3 Coordinator by email at Section3@miamidade.gov, or visit PHCD's website at <http://www.miamidade.gov/housing/section-3.asp>

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.





LETTER OF INTENT TO SUBCONTRACT/SOLICIT SECTION 3 BUSINESSES
DOCUMENT 00406

Contractors and subcontractors may demonstrate compliance with meeting the numerical goals of Section 3 Requirements to the "greatest extent feasible" to award a minimum of 10% of the overall amount to Section 3 Business subcontractors, where feasible. EACH Section 3 Business solicited for PHCD work interested in submitting a bid for this project must complete this form by Contractor's deadline.

Contractors certified by PHCD as Section 3 Businesses, based on a commitment to subcontract in excess of 25% percent of the dollar award of all subcontracts to Section 3 Businesses that are 51% or more owned by residents of a PHCD's housing program, or whose full-time permanent workforce includes 30% of these residents, must submit this form completed and signed by the applicable parties within 14 days of notification.

SECTION I (to be completed by contractor)

Project Name: _____			Project Number: _____		
Contract Award Amount: \$ _____			Date: ____/____/____		Phone/Fax #: _____
From: _____					
Contractor Print Name		Contractor Company Name		Email address	
To: _____					
(Subcontractor) Name		Business (Subcontractor) Name		Phone/Fax #	

Please be advised that I intend to subcontract the following work in connection with the above Public Housing and Community Development's project/contract, which is subject to Section 3 requirements:

Type of work required to be performed by Subcontractor	Job category: Specialty Trade or Service needed	Type of License Required, if any

SECTION II (to be completed by subcontractor and submitted at the time of bidding)

If the subcontractor is interested in submitting a bid for a PHCD's project/work awarded to the above-named contractor, the subcontractor must complete Section II of this form and return/submit it to the contractor within five (5) business days. Otherwise, if not interested or unable to perform work, the subcontractor shall complete the "Certificate of Unavailability" form and return/submit it to the contractor within five (5) days.

Business/subcontractor's Federal Employer Identification # or SS# (last 4-digits): _____		
I, _____,	_____	of _____,
(Print Name)	(Title)	(Business Name)
certify, that my business: <input type="checkbox"/> Is <u>Certified</u> as Section 3 Business by PHCD		
<input type="checkbox"/> Is <u>not certified</u> , but interested in becoming a certified S3 Business by PHCD		
Holds the following State of Florida and/or MDC professional or technical licenses:		
License: _____	Expiration Date: ____/____/____	
License: _____	Expiration Date: ____/____/____	
My business has the sufficient capacity to perform the type of work required, the valid license(s) and/or permit(s) as applicable, the ability to obtain bonding that is consistent with normal industry practice (if applicable), and the ability to meet the bid specifications.		
Contractor Signature: _____		Date: ____/____/____

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SECTION 3 OVERVIEW

Below are Section 3 definitions and guidelines that a certified Public Housing and Community Development (PHCD) Section 3 Business needs to adhere to when seeking to recruit and fill vacant or new positions in connection with any PHCD contracting opportunities. PHCD staff will use these guidelines in evaluating the Section 3 Business' efforts to train and hire qualified Section 3 Residents.

SECTION 3 - DEFINITIONS

1. **HUD Youthbuild programs** mean program that receive federal assistance and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
2. **Low-Income person** refers to families (including single persons) whose incomes do not exceed **80%** (percent) of the area median income (AMI).
3. **New hires** mean full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.
4. **Section 3 business concern (Section 3 business)** means a business concern (a) that is 51% (percent) or more owned by section 3 residents; (b) Whose permanent, full-time employees include persons, at least 30% (percent) of whom are currently section 3 residents, or within three (3) years of the date of first employment within the business concern were section 3 residents; or (c) That provides evidence of a commitment to subcontract in excess of 25% (percent) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of Section 3 business concerns set forth in (a) and (b).
5. **Section 3 covered contract** means a contract or subcontract (including professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.
6. **Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
7. **Section 3 Resident** means (a) a public housing resident; (b) an individual who lives in Miami-Dade County, and who is a low-, or very low-income person; or (c) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.
8. **Very Low- Income person** refers to families (including single persons) whose incomes do not exceed **50%** (percent) of the area median income (AMI).

MIAMI-DADE COUNTY INCOME LIMITS FOR LOW AND VERY LOW INCOME PERSONS EFFECTIVE: March 28, 2016

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
*Very Low Income (50% of area median income)	\$24,850	\$28,400	\$31,950	\$35,500	\$38,350	\$41,200	\$44,050	\$46,900
** Low-Income (80% of area median income)	\$39,800	\$45,450	\$51,150	\$56,800	\$61,350	\$65,900	\$70,450	\$75,000

The Miami-Dade County's (MDC) income limits for Low- and Very Low-Income persons are updated annually by HUD. The MDC Income Limits can also be found on PHCD's website at: <http://www.miamidade.gov/housing/income-limits.asp>.

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SECTION 3 OVERVIEW

Preference for Section 3 Business Concerns in Contracting Opportunities (24 CFR 135.36).

a) **Order of providing preference.** Recipients, contractors and subcontractors shall be directed to award Section 3 covered contracts, to the greatest extent feasible, to a section 3 business concerns in the order of priority provided below.

Category 1 Business (Highest Priority)	Section 3 business that: (a) Is 51% or more owned by residents of a PHCD's housing development, or (b) Whose full-time, permanent workforce includes 30% of these residents as employees ¹ .
Category 2 Business	Section 3 business that: (a) Is 51% or more owned by residents of other PHCD's housing developments or programs, or (b) Whose full-time, permanent workforce includes 30% of these residents as employees or that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.
Category 3 Business	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.
Category 4 Business	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 employees ¹ ; 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 were Section 3 Residents within three years of the date of first employment with the Section 3 Business.

b) **Eligibility for preference.** A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business concern.

c) **Ability to complete contract.** A Section 3 Business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR 135.4).

Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to section 3 residents in the order of priority provided below.

Category 1 Residents (Highest priority)	Residents of the PHCD's public housing development or developments where work is to take place.
Category 2 Residents	Residents of other PHCD's public housing developments or programs managed by PHCD.
Category 3 Residents	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Residents	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) individuals who reside in Miami-Dade County, and meet the definition of a low- or very low-income person.

For more information on the Section 3 requirements, or to request an application you may contact Public Housing and Community Development (PHCD) Section 3 Coordinator at Section3@miamidade.gov, or visit PHCD's website at: <http://www.miamidade.gov/housing/section-3.asp>

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SECTION 3 OVERVIEW

Section 3 (24 CFR Part 135.1) requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.

SECTION 3 - CLAUSE (24 CFR 135.38):

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder (contractor), and bidder's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to 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.** Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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CERTIFICATE OF UNAVAILABILITY
DOCUMENT 00408

Contractors must submit this form completed and signed by the applicable parties to demonstrate lack of availability by solicited/contacted Section 3, or Small, Minority and Women-Owned businesses for work in connection with a Section 3 covered project/contract, to PHCD within 14 days of notification. **EACH of the Section 3 Businesses contacted (if not available or unable to perform work) shall complete, sign and return this form to Contractor within five (5) days of solicitation or by contractor's deadline.**

SECTION I (to be completed by contractor)

Project Name: _____ **Project Number:** _____

Contract Award Amount: \$ _____ **Date:** ____/____/____ **Phone/Fax #:** _____

I, _____, of _____ certify that on ____/____/____, and ____/____/____
Contractor Print Name Contractor Company Name Date Date

I contacted: _____ of _____
Subcontractor Name Title Subcontractor Business Name
in an attempt to subcontract the following work in connection with the above PHCD's project/contract.

Type of work required to be performed by Subcontractor	Job category: Specialty Trade or Service needed	Type of License Required, if any

SECTION II (to be completed by subcontractor solicited/contacted)

I, _____, of _____
(Print Name) (Title) (Subcontractor Business Name)

Certify, that my business: (check as applicable)

- ☐ Is Certified as Section 3 Business by PHCD
☐ Is not certified as Section 3 by PHCD

Was contacted by contractor above, but will not submit a bid for the work to be performed due to:

- ☐ Not available/interested
☐ Unable to perform the type of work required
☐ Unable to meet the licensing/permitting requirements
☐ Unable to obtain bonding/meet bid specifications
☐ Other, please explain: _____

Subcontractor Signature: _____ **Date:** ____/____/____

SECTION III (to be completed by contractor)

I, _____, of _____
(Print Name) (Title) (Contractor Business Name)

certify to the best of my knowledge and belief, that the business above was unavailable to perform the work as required, or was unable to prepare a bid, on this project, for the following reason(s):

Contractor Signature: _____ **Date:** ____/____/____

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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
LIST OF SUBCONTRACTORS UTILIZATION SECTION 3 BUSINESS
DOCUMENT 00430

DOCUMENT REQUIRED WITH BID ON ALL SINGLE AND MULTI-TRADE PROJECTS. Contractor should include information about *all* subcontracts on this form, and attach documentation to demonstrate the affirmative steps undertaken to solicit and award contracts (where subcontracts are applicable) to Section 3 (S-3) businesses, in accordance with solicitation procedures described in the proposal or bid.

Project Name: _____ Project #: _____ Contract Award Amount: \$ _____ Federal ID #: _____

Contractor Business Name: _____ Address: _____

Name of Person Completing Form: _____ Email Address: _____ Phone #: _____

Contractor's Racial/Ethnicity Code (optional): ☐ S-3 Business: Yes ☐ No ☐

Will subcontractors be used? Yes ☐ No ☐ If yes, please complete information below for all subcontractors being utilized.

TOTAL AMOUNT OF SUBCONTRACTS: \$ _____ TOTAL AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$ _____

Subcontractor (SC) Information: Name, Address, Phone and Fax Numbers	Federal ID #	Section 3 Business Yes/No	Racial/ Ethnic Code**	Contract Amount	Trade, Service or Supply	Competitive or Negotiated Bid

*RACIAL/ETHNIC CODES: 1 - White Americans 2 - Black Americans 3 - Native Americans 4 - Hispanic Americans 5 - Asian/Pacific Americans 6 - Hasidic Jews.



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

EMPLOYEE LIST
Document 00452

BUSINESS NAME:		FEDERAL ID#: (FEIN)										
BUSINESS ADDRESS:												
OWNER'S NAME:												
EMAIL ADDRESS:		PHONE #:										
Provide information for EACH employee of the business and check the applicable Section 3 Residents Category, if any. (If necessary, use additional pages of this form and number each page)												
Employee Name	Social Security # (last 4-digits)	Address	Phone #	Title/Job Category	Hourly Rate	Date of Hire	FT/PT	Check the applicable, if any Section 3 Residents Category				
								PH	S8	OH/FA	YB	LI/VLI
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FT = Full Time PT = Part time Section 3 Residents Category: PH = Public Housing Resident S8 = Section 8 Resident
 OH = Other Housing FA = Federal Assistance YB = Youthbuild Program LI = Low-Income Very Low-Income=VLI

Proof of program participation or any other supporting documentation must be provided for employees claiming Section 3 Residents Preference.

Note: To 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.

Total Number of Employees: Number of Employees with Section 3 (S3) Residents Preference:

Percentage of employees with S3 preference: Employees with S3 Preference ÷ Total number of employees =

I certify to the best of my knowledge that the information contained here within, and in the documents attached, is true and correct.

Print Name

Signature

Date



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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR/ SUBCONTRACTOR CERTIFICATION
DOCUMENT 00453

BID Number		BID Name	
(Contractor/Business Name)		(Address)	
(Phone/Fax Number)		(Email address)	

The principal signatory, who represents the contractor listed above, certifies that its business has agreed to fill 30% of their vacancies in connection with this award by using the training and employment strategies, outlined in the contractor's Section 3 Economic Opportunity and Affirmative Marketing Plan.

Further, the undersigned, below, agrees to document and maintain records on all Section 3-related transactions, in connection with this contract award.

The undersigned hereby certifies that any vacant employment positions, including training positions, that were filled (1) after the business listed above was selected but before the contract was executed, and (2) with persons other than to whom the regulations of 24 CFR part 135 (Section 3) require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

 (Principal Signatory Print Name)

 (Principal Signatory Title)

 (Principal Signatory Signature)

 (Date)

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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 employees ¹
	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 employees ¹
	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 employees ¹ ; 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 Number		BID Name	

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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 Number		BID 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 Number		BID Name	

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

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Document 00450

to submit this document with the bid package.

[illegible]

Revised 6/15/16



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

A	B	C	D	E	F	G
	No. Positions Occupied by Permanent Employees (for ea. job category)	No. of Positions <u>Not</u> Occupied	Total Estimated Positions Needed for Project (<u>Box B + Box C</u>)	No. of Positions to be Filled with Section 3 Residents	Full or Part 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)						
Mechanic--Journeyman	1	0	1	0	F	P

ATTACHMENT 3

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 and the bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Instructions to Offerors Non-Construction

Miami-Dade County

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

Solicitation FB-00836



- 03291 -

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. 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;

- (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.

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/offers 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)

Miami-Dade County

U.S. Department of Housing and Urban Development

Solicitation FB-00836

Office of Public and Indian Housing
Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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.

Question and Answers for Solicitation #FB-00836 - Liquid Waste Handling Services

Overall Solicitation Questions

There are no questions associated with this Solicitation.