

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver
 Re-Bid Other

Previous Contract/Project No.

EPP6118-0/18

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **FB-00980**

TERM OF
CONTRACT

Five Years

Requisition /Project Title: **Rental of Portable Chemical Toilets**

Description: The purpose of this solicitation is to establish a contract for the rental of portable chemical toilets, sinks, sanitation trailers, maintenance services for the aforementioned items, and pump-out services for Miami-Dade County.

Issuing Department: **ID**

Contact
Person:

Jessica Tyrrell

Phone:

305-375-4029

Estimate Cost: **\$ 2,520,000**

Funding Source:

**Various – Proprietary, General, Fire District,
MDT Operating, Federal, Internal Services**

ANALYSIS

Commodity Codes:

97773

93484

Contract/Project History of previous purchases three (3) years
Check here if this is a new contract/purchase with no previous history.

EXISTING

2ND YEAR

3RD YEAR

Contractor:

AES Portable Sanitation

Friendly John, Inc.

Small Business Enterprise:

Contract Value:

1,713,000

Comments:

Continued on another page (s): Yes No

RECOMMENDATIONS

SBE

Set-aside

Sub-contractor goal

Bid preference

Selection factor

Basis of
recommendation:

Signed: Jessica Tyrrell

Date sent to SBD:

6/27/18

Date returned to PMS:

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the rental of portable chemical toilets, sinks, sanitation trailers, maintenance services for the aforementioned items, and pump-out services for Miami-Dade County.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. The contract shall expire on the last day of the last month of the five (5) year term.

2.4 METHOD OF AWARD

Group 1: General Funding

Award of this group shall be made to the lowest priced, responsive, responsible Bidder in the aggregate who meets the qualifications set forth below. To be considered for award of this group, Bidder must provide all requested pricing for each item. If a Bidder fails to submit an offer for all requested pricing for each item, its offer for this group may be rejected.

Group 2: Federal Funding

Award of this group shall be made to the lowest priced, responsive, responsible Bidder in the aggregate who meets the qualifications set forth below. To be considered for award of this group, Bidder must provide all requested pricing for each item. If a Bidder fails to submit an offer for all requested pricing for each item, its offer for this group may be rejected.

Qualifications for All Groups

2.4.1 Bidder shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed, including emergencies. Bidder shall provide the representative's name, phone number, and email address. The phone number provided must be available twenty four (24) hours a day, seven (7) days a week to provide support to the County.

2.4.2 Bidder shall submit three (3) current commercial business and/or governmental agency references on business/agency letterhead, signed to demonstrate that the Bidder is regularly engaged in the business of providing portable chemical toilets and/or related services. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise providing the equipment/services contained in this solicitation.

2.4.3 Bidder shall submit a copy of its current Certificate of Competency issued by Miami-Dade County for portable chemical toilets.

Additional Qualifications for Group 2

2.4.4 Bidder shall submit a completed Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)" with the Bidder(s) certification that the Bidder will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet

Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority, and women subcontractors are used (where subcontracting is permitted).

Bidders shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

If the Successful Bidder fails to perform in accordance with the terms and conditions of the contract, the Successful Bidder may be deemed in default of the contract. If the Successful Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.5 PRICES

The prices resulting from this solicitation, shall remain fixed and firm for no less than twenty-four (24) months from the contract commencement date. It is the Successful Bidder's responsibility to request any price adjustment. The Successful Bidder's request for adjustment must be submitted to the County's Internal Services Department, Procurement Management Division for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for all items, for all Urban Consumers in the Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Successful Bidder or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.6 COMPLIANCE / REGULATIONS / SAFETY

a. Legal Requirement for Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through Regulatory and Economic Resources, 33 SW 2nd Avenue, Miami, Florida 33130, Telephone (305) 372-6789.

b. Accident Prevention, Barricades and Safety

Bidder shall conduct the work in a manner, which shall not interfere with normal pedestrian traffic or adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause any annoyance to residents near the sites or users of the sites.

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

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a Bidder, when unsafe or harmful

acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

c. Equipment

The Bidder's equipment provided under this contract shall be in proper working conditions, free from leaking fluids. All equipment shall be properly installed and maintained. All equipment must comply with applicable local, state and federal rules and regulations.

d. Inspections and Approvals

Successful Bidder shall follow all applicable provisions of the Miami-Dade County Health Department requirements and South Florida Building Code requirements. Equipment used to service portable toilets shall be inspected and approved by the Health Department and the Miami-Dade County Plumbing Inspector. Installation of all units shall be inspected by the Miami-Dade County Plumbing Inspector.

Failure to comply with any of these requirements may result in immediate suspension of work.

2.7 IDENTIFICATION AND UNIFORM

Identification: All personnel performing services under this contract must carry valid government issued photo identification such as a driver's license.

Uniform: All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the Bidder's company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance. Non-uniform clothing will not be permitted.

2.7 EMPLOYEE SUPERVISION

The Successful Bidder is responsible for all supervision of employees and for ensuring that all work is completed according to the requested specifications. Any delays, costs, or rejected work that results from the Successful Bidder submitting work that is in any way incomplete or unsatisfactory are the sole responsibility of the Successful Bidder.

2.8 USE OF FEDERAL FUNDING (GROUP 2)

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.

2.9 FEDERAL STANDARDS (GROUP 2)

Bidder hereby assures and certifies to the County that it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborer (including watchmen and guards) so employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and
- (3) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387; and

- (4) The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163; and
- (5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Contractor must provide a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (6) Any requirements of 2 CFR pt. 200.318.
- (7) Procurement of recovered materials See §200.322.
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- (8) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency (Complete certification attached)
- (9) The Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- (10) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (11) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Bidder, or any other party pertaining to any matter resulting from the contract.

2.10 **EXEMPTION TO CERTAIN CLAUSES (GROUP 2)**

As a Federally-funded agency, the following clauses within Section 1.0 do **NOT** apply to this contract for Group 2:

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- Section 1 Paragraph 1.36; County User Access Program (UAP) - The fee in the amount of two percent (2%) shall NOT apply.
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure- shall NOT apply.

- Section 1 Paragraph 1.45; Local Certified serviced-Disable Veteran's Business Enterprise Preference - shall NOT apply.
- Section 1 Paragraph 1.47; First Source Hiring Referral Program ("FSHRP") - shall NOT apply.
- Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.

2.11 OFFICE OF INSPECTOR GENERAL (GROUP 2)

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Solicitation. All else remains the same.

2.12 SPECIAL CONDITIONS FOR PARKS, RECREATION, AND OPEN SPACES

The Successful Bidder shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The Successful Bidder shall retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the Contract term and shall provide the County with access to these records upon request of the County. The Successful Bidder shall also ensure that all Successful Bidder's management, staff, and volunteers:

- Have had nationwide criminal background checks conducted by a Professional Background Screener.
- Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
- Have been verified as being United States Citizens or having legal immigrant status employment.
- Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the Successful Bidder within forty-eight (48) hours of such arrest.
- Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.

2.13 SPECIAL CONDITIONS FOR MIAMI-DADE AVIATION DEPARTMENT

Special Conditions

In addition to requirements contained in Section 1.46 of this solicitation, the Successful Bidder may be required to access the Airside Operations Area (AOA) of the Miami International Airport (MIA). Successful Bidder shall obtain approval to access the AOA and comply with all AOA drivers training requirements for each employee assigned to MIA. Successful Bidder shall report to the Aviation Department's Maintenance Division Building 3040. The Aviation Department shall monitor the placement of Successful Bidder's equipment at each location. Upon completion of the work, the Successful Bidder shall call the maintenance office at 305-876-7311 to arrange for inspection and escort out of AOA. Any violations to this requirement by the Successful Bidder may result in the cancellation of its contract with the County.

Successful Bidder working at Miami-Dade Aviation Department are subject to complying with ISO 14001 regulations regarding environmental responsibility. Successful Bidder shall receive training and familiarization about the ISO 14001 protocol from the Miami-Dade Aviation Department, Maintenance Division.

FAA Special Provisions

i) 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.
- (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.

- (7) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- ii) 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

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.

2.14 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) SECTION 3 REQUIREMENTS (GROUP 2)

This contract includes a Section 3 (refer to Appendix A - PHCD SECTION 3 OF THE HUD ACT OF 1968 for more information) covered activity for PHCD. Section 3 requires that job training, employment, and contracting opportunities to the greatest extent feasible and consistent with Federal and State laws be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

Bidder(s) offering a price for PHCD items (see Section 4.2.2) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)" with the Bidder(s) certification that the Bidder will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority, and women subcontractors are used (where subcontracting is permitted).

2.15 LABOR, MATERIALS, AND EQUIPMENT

The Successful Bidder shall furnish all labor, material, and equipment necessary for satisfactory performance under this contract. All material, workmanship, and equipment shall be subject to inspection and approval of the County's Project Manager.

2.16 DEFICIENCIES IN WORK

Work shall be continually subject to oversight and approval by the County's Project Manager. In the event workmanship is found incomplete, unsafe, otherwise unsatisfactory in the judgment of a designated County representative, the Successful Bidder shall, upon notice, immediately correct any such discrepancies or deficiencies.

The Successful Bidder shall promptly correct any and all work that fails to conform to the contract documents. All corrections shall be made within twenty-four (24) hours from the point when such non-conformances are reported to the Successful Bidder by the County's Project Administrator, who may confirm all verbal reports in writing. The Successful Bidder shall bear all costs of correcting such rejected work. If the Successful Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Successful Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within twenty-four (24) hours from receipt of the notice. If the Successful Bidder fails to correct the work within the period specified in the notice, the County shall place the Successful Bidder in default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Successful Bidder or through invoicing.

2.17 INSURANCE REQUIREMENTS FOR MIAMI-DADE AVIATION DEPARTMENT

The following insurance requirements supersede the requirements stated in Section 1.22 A.

- A. Worker's Compensation Insurance for all employees of the Successful Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in the 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.

*Under no circumstances are Successful Bidder(s) permitted on the Aviation Department Aircraft Operating Airside (AOA) at Miami International Airport without increasing automobile coverage to \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Only vehicles owned or leased by the Successful Bidder will be authorized. Vehicles owned by individuals will not be authorized. \$1,000,000 combined single limit per occurrence for bodily injury and property damage applies at all other airports.

2.18 ADDITION OF EQUIPMENT AND SERVICES

Although this solicitation and resultant contract identifies specific equipment and services to be provided, it is hereby agreed and understood that additional equipment and/or services may be added to this contract at the option of the County. The Successful Bidder under this contract shall be invited to submit price quotes for the additional equipment and/or services. If the quotes are determined to be fair and reasonable, then the additional equipment and/or services shall be added to this contract by formal modification of the award sheet. If, in the sole opinion of the County the price quotes are not fair and reasonable, the County has the right to obtain the requested equipment and/or services through a separate solicitation.

2.19 DELIVERY REQUIREMENTS

Successful Bidder(s) shall furnish portable chemical toilets, sinks, etc. as defined in this solicitation within twenty-four (24) hours after receipt of order from a County user department, unless otherwise stated in its purchase order. County departments will notify Successful Bidder of special events where a substantial amount of toilets, sinks, etc. are required at least two (2) weeks in advance (whenever possible). Emergency requests shall be considered as specified in Section 3.2.13.

2.20 ACCEPTANCE OF ITEMS BY MIAMI-DADE COUNTY

Items provided under this contract shall be maintained and delivered to the County in excellent condition. If a unit does not meet specifications, it will be rejected to the Successful Bidder in exchange for a suitable unit or for full credit at no additional cost to the County.

2.21 FURNISH AND SET IN PLACE

The Successful Bidder shall furnish and fully install the items awarded in this Solicitation and resultant contract at the facility designated by the County in its purchase order.

2.22 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each day that Successful Bidder performed work, and disposed of in an appropriate manner. Upon final completion of work, the Successful Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's Project Manager.

SECTION 3
SCOPE OF WORK

3.1 SCOPE OF WORK

The County requires a variety of rental portable chemical toilets, sinks, sanitation trailers, maintenance services for rented toilets, sinks, and sanitation trailers; as well as pump-out services for underground holding tanks.

3.2 GOODS/SERVICES TO BE PROVIDED

3.2.1 Requirements for All Toilet and Sanitation Trailer Units

- Doors of Units must be self-closing.
- All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper and empty trash receptacles.
- If units contain soap dispensers, soap dispensers must be delivered full.
- If units contain towel dispensers, an adequate supply of full, unopened rolls of paper towel shall be provided.
- All toilets and urinals shall be able to be flushed.
- Each unit shall be sufficiently ventilated to eliminate any odor.
- Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
- Floors and interior walls shall have non-absorbent finish and be easily cleanable.
- All interior surfaces shall be of smooth construction and shall have a non-skid floor.
- Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily cleanable material, watertight and fly-tight.
- Units shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.

3.2.2 Standard Portable Chemical Toilets – Single and Two Toilet Units (Standard Units)

- Standard Chemical Toilets shall be portable and self-contained.
- All units contracted shall be painted and marked with the name, address, and telephone number of the servicing company.
- Doors to units and/or stalls shall be provided with a working internal lock.
- Containers or holding tanks shall have a capacity of not less than twenty-four (24) gallons.

3.2.3 Accessible Portable Chemical Toilets (Accessible Units)

Accessible units shall mean units designated accessible for use by persons with disabilities and shall be built in accordance with the current accessibility standards set forth in the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, Florida Accessibility Code for Building Construction, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable, in the following specifications.

- Accessible units shall be marked with the international symbol of accessibility.
- Accessible units shall carry the name, address, and telephone number of the servicing company.
- In accordance with Chapter 553 of the Florida Statutes and the American with Disabilities Act Accessibility, the first single user of portable toilet units provided at a location shall be an accessible unit. Thereafter, no fewer than 5% of the units, or a minimum of one (1) per cluster shall be accessible units. This does not apply to portable toilets units at construction sites to be used exclusively by construction personnel.
- Roof is to be provided with skylights.

- The holding tank shall have a capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories.
- All rental units shall be delivered with adequate supply of full, unopened rolls of toilet tissue and empty trash receptacles. Toilet paper holders shall hold two (2) rolls and shall provide continuous paper flow.
- Doorway shall provide a minimum 32" clear width measured with the door open at right angles, and a minimum 80" height clear of any protruding objects such as an overhead door closer. The door shall be self-closing with, no more than 8.5 pounds of pressure, and shall be equipped with a lever latch and screened ventilation grille.
- Doors to units shall be provided with a working internal lock with a mechanism that can be operated with a closed fist and without pinching, grabbing or twisting.
- All accessible units shall be built so that, when installed on site, the entrance to the unit will comply with all of the provisions of the ADA Accessibility Guidelines and the Florida Accessibility Code.
- All accessible units shall have fixtures equivalent to those in the standard (non-ADA) units being used at a particular site.
- Tolerances to require dimensions shall be permitted in accordance with ADA and the Florida Accessibility Code, including Florida Accessibility Code Advisory 104.1.1: Construction and Manufacturing Tolerances, and the official interpretations thereof. Acceptable tolerances shall be solely determined by Miami-Dade County and shall include tolerances for at rest, in use, and under load conditions. In use and under load conditions shall be determined by using forces exerted by a person weighing up to 250 pounds.

3.2.4 Two-Station Sink

- Unit shall be of fiberglass-reinforced construction and mounted on skids.
- Tank capacity shall be a minimum of 30 gallons for blue water and 30 gallons for gray water.
- Unit shall have two pumps.
- One soap dispenser.
- One towel dispenser.
- There shall be one hookup point on the unit to allow for running water hookup, which will be provided by the County.

3.2.5 Small Portable Sanitation Trailer

- Women's side: minimum of one (1) toilet; Men's side: minimum of one (1) toilet.
- Unit shall be trailer mounted.
- Holding tanks shall have a minimum capacity of not less than 250 gallons.
- Each side shall have a minimum of one exhaust fan.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each unit shall have an air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- Each toilet shall have one toilet paper dispenser.
- Each side shall have a minimum of one sink, one soap dispenser, one towel dispenser and one towel disposal basket.
- Each side shall have fluorescent lighting. The County will provide electricity (110v, 20 amps).

3.2.6 Medium Portable Sanitation Trailer

- Women's side: minimum of three (3) toilets; Men's side: minimum of five (5) toilets/urinals in one of the following configurations: a) Two (2) toilets and three (3) urinals or b) Three (3) toilets and two (2) urinals.

- Unit shall be trailer mounted.
- Holding tanks shall have a minimum capacity of not less than 500 gallons.
- Each side shall have a minimum of one exhaust fan.
- Each side of unit shall have a minimum of: one sink with running water, one soap dispenser, one towel dispenser and one towel disposal basket.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each side shall have a separate air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- All toilets shall be private stalls.
- Each toilet shall have one toilet paper dispenser.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent lighting. The County will provide electricity (110 v. 30 amps).

3.2.7 Large Portable Sanitation Trailer

- Women's side: minimum of six (6) toilets; Men's side: minimum of seven (7) toilets/urinals in one of the following configurations: a) Four (4) toilets and three (3) urinals or b) Three (3) toilets and four (4) urinals.
- Unit shall be trailer mounted.
- Holding tanks shall have a minimum capacity of not less 1,500 gallons.
- Each side of unit shall have a minimum of: two sinks with running water, one soap dispenser, one towel dispenser and one towel disposal basket.
- All units shall be delivered with the towel dispensers full of towels, soap dispensers full of soap and empty towel disposal baskets.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each side shall have a separate air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- All toilets shall be private stalls.
- Each toilet shall have one toilet paper dispenser.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent lighting. The County will provide electricity (110 v. 30 amps).
- Each unit shall have separate entry and exit for each side.

3.2.8 Maintenance Service

- All holding tanks for waste products from the lavatories of all units shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.
- Clean water storage tanks for lavatories shall be cleaned as necessary and filled to capacity.
- Waste paper receptacles shall be emptied and cleaned as necessary.
- A fresh supply of toilet paper shall be provided with each unit.
- The inside of all units shall be thoroughly washed, scrubbed, brushed, rinsed and wiped dry. This operation shall include top and bottoms of seats and seat covers, all walls, floors and doors, tops of all tanks, all grab bars and sinks if provided in the unit. No disinfectant, water or other liquids shall be left on any touchable surface.
- The outside of the units shall be scrubbed or hosed down and wiped clean.
- The maintenance services detailed above shall be performed at a minimum, once daily on the daily rental units; every Monday, Wednesday, and Friday on the weekly rentals, and twelve (12) service calls per month on the monthly rental units. In case additional services are required by the

user departments, these services shall be considered a separate charge from the usual rental rate charge and shall be so designated and billed.

3.2.9 Installation

Whenever feasible, the Successful Bidder shall install the units on a flat, smooth surface along an accessible path in close proximity to the facilities being served., at no additional cost to the County. The unit shall be set in such a way that:

- The accessible unit path leads to, and connects with the accessible unit in a manner that complies with the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, Florida Accessibility Code for Building Construction, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable.
- The unit is stable and level.

It shall be the responsibility of the Successful Bidder to insure that the installation of the unit meets all of the requirements of the above-referenced standards. Where conditions make it unfeasible for installation to fully comply, the Successful Bidder shall install the unit at the best available location in the most accessible manner and shall immediately notify the user department in writing that the installation is not in full compliance and why. The Successful Bidder is not relieved of responsibility for those items of non-compliance included in the written notice until that written notice has been approved and signed by a representative of Miami-Dade County. Date and time of signings must be included with the signature to be valid.

3.2.10 Removal

Removal of units shall be at no additional cost to the County and shall be performed in a safe manner.

3.2.11 Pump-Out Service

Pump-out of waste from County owned tanks underneath trailers that are fully accessible with a standard pump-out truck that has approximately twenty (20) feet of flexible hose to reach the tank.

3.2.12 Service Equipment

Tank trucks used for servicing and waste removal shall be provided with dual compartments. One tank shall be used for receiving and removal of waste, equipped with suction hose having a cut-off valve not more than thirty-six (36) inches from intake end. The second tank shall be used for clean water storage. Trucks shall be maintained in nuisance-free condition and be properly licensed at all times.

3.2.13 Record Keeping

Each facility where Portable Toilets have been furnished shall maintain a log in which Successful Bidder's service personnel will be logged in and out for deliveries and for each service call made; (to reflect time and date of each service call). The Successful Bidder shall acknowledge furnished service via a formal receipt of service, which shall provide similar information as above.

3.2.14 Repairs

The Successful Bidder shall bear the cost of all repairs to all items furnished except where the toilets may have been subjected to unusual abuse, accident, or negligence on the part of the County.

3.2.15 Emergency Response Time

Miami-Dade County Departments may require emergency services requiring immediate response. At such times, the Successful Bidder shall be required to furnish, remove, or service units as specified in no more than two (2) hours from receipt of a purchase order. This emergency delivery shall be available twenty-four (24) hours per day, seven (7) days a week.

DRAFT

APPENDIX A – PHCD SECTION 3 OF THE HUD ACT OF 1968

REQUIREMENTS FOR SECTION 3 OF THE HUD ACT OF 1968

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

Public Housing and Community Development (PHCD) staff and bidders may communicate while a bid is in progress and prior to award of bid 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 requires recipients, contractors and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns. 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/bidder to qualify for a Section 3 contracting preference, the contractor/bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date.**
5. All contractors/bidders (Section 3 and non-Section 3) are required to execute and submit under this Contract all the required forms listed on Section F of this document at the time of bidding and post-award. **Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.**

C. 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).

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 Economic Opportunity and Affirmative Marketing Plan (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 bidders who submit bids for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards.
9. **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.
10. **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.
11. **Very Low- Income person** refers to families (including single persons) whose incomes do not exceed 50% (percent) of the area median income (AMI).
12. 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 (MDC) INCOME LIMITS FOR LOW AND VERY LOW INCOME PERSONS

EFFECTIVE: April 14, 2017

MDC Median Income \$51,800	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Very Low Income (50% of median income)	\$26,450	\$30,200	\$34,000	\$37,750	\$40,800	\$43,800	\$46,850	\$49,850
Low-Income (80% of median income)	\$42,300	\$48,350	\$54,400	\$60,400	\$65,250	\$70,100	\$74,900	\$79,750

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.

<p>Category 1</p> <p>Business</p> <p>(Highest Priority)</p>	<p>Section 3 business that:</p> <p>(a) Is 51% or more owned by residents of a PHCD’s housing development (PH residents), or</p> <p>(b) Whose full-time, permanent workforce includes 30% of these residents as employees¹</p>
<p>Category 2</p> <p>Business</p>	<p>Section 3 business that:</p> <p>(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</p> <p>(b) Whose full-time, permanent workforce includes 30% of these residents as employees¹</p>
<p>Category 3</p> <p>Business</p>	<p>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.</p>
<p>Category 4</p> <p>Business</p>	<p>Section 3 business that:</p> <p>(a) Is 51% or more owned by Section 3 residents (Low- or Very Low-Income persons); or</p> <p>(b) Whose permanent, full-time workforce includes no less than 30% of Section 3 residents as employees¹; or</p> <p>(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.</p>

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.

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.

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

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

- I. Bids are being solicited from all businesses (section 3 business and non-section 3 business). 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

- II. 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), in addition, contractors and subcontractors must adhere to the provision set on the “Section 3 Economic Opportunity and Affirmative Marketing Plan”.

- 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 on the “Section 3 Economic Opportunity and Affirmative Marketing 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. Therefore, 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.*
- 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.***

G. REQUIRED DOCUMENTS FOR SUBMISSION

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

Submit with BID 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 lowest responsive, responsible bidder selected and its subcontractors, must complete and submit the following documents within 14 days of notification the following documents:

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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H. Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR 135.34)

a) **Order of providing preference.** 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/

SECTION 4
BID SUBMITTAL FORM

The Bidder's qualifications and price shall be submitted on this Bid Submittal Form and in the manner stated herein. Bidder is required to fill in the applicable blanks on this form. Bidder's price in Section 4.2 must include all cost elements as they will not be reimbursed by the County.

4.1 Qualifications

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL BIDDERS	
Reference	Bidder Requirement – All Groups
2.4.1	<p>Bidder shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed, including emergencies. Bidder shall provide the representative's name, phone number, and email address. The phone number provided must be available twenty four (24) hours a day, seven (7) days a week to provide support to the County.</p> <p>Representative Name: _____</p> <p>Phone Number: _____</p> <p>E-mail address: _____</p>
2.4.2	<p>Bidder shall submit three (3) current commercial business and/or governmental agency references on business/agency letterhead, signed to demonstrate that the Bidder is regularly engaged in the business of providing portable chemical toilets and/or related services. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise providing the equipment/services contained in this solicitation.</p> <p><input type="checkbox"/> Three (3) Letters of Reference attached.</p>
2.4.3	<p>Bidder shall submit a copy of its current Certificate of Competency issued by Miami-Dade County for portable chemical toilets.</p> <p><input type="checkbox"/> Certificate attached.</p>
Reference	Additional Bidder Requirement – Group 2
2.4.4	<p>Bidder shall submit a completed Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)" with the Bidder(s) certification that the Bidder will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority, and women subcontractors are used (where subcontracting is permitted).</p> <p><input type="checkbox"/> Document 00400 attached.</p>

4.2 Bid Submittal

Bidder shall provide a price for each rental rate (i.e. daily, weekly, monthly) within each item within the Group for which it is bidding. Failure to provide pricing for each rental rate within each item within the Group for which it is bidding may render the Bidder non-responsive for that item. In situations where a Bidder does not wish to participate in the item, leave the appropriate pricing lines blank; do not enter zero (0) on the pricing lines.

Group 1 Pricing

A. Unit and Trailer Pricing

The below descriptions provide section references for informational purposes. Refer to Section 3 for complete technical specifications for each unit. The rental rates quoted shall include all services required and described in Section 3 including but not limited to delivery, installation, and maintenance. The estimated number of rentals is a yearly estimate and is provided as an estimate only and is not a guarantee of rentals each year over the term of the contract.

<u>Item</u>	<u>Description</u>	<u>Number of Daily Unit Rentals</u>	<u>Rental Rate Per Day Per Unit or Trailer</u>	<u>Number of Weekly Unit Rentals</u>	<u>Rental Rate Per Week Per Unit or Trailer</u>	<u>Number of Monthly Unit Rentals</u>	<u>Rental Rate Per Month Per Unit or Trailer</u>
1	Standard Portable Chemical Toilets – Single and Two Toilet Units (Standard Units) Per Section 3.2.2.	150	\$ _____	10	\$ _____	600	\$ _____
2	Accessible Portable Chemical Toilets (Accessible Units) Per Section 3.2.3.	125	\$ _____	10	\$ _____	20	\$ _____
3	Two-Station Sink Per Section 3.2.4.	1	\$ _____	1	\$ _____	1	\$ _____
4	Small Portable Sanitation Trailer Per Section 3.2.5.	5	\$ _____	2	\$ _____	5	\$ _____
5	Medium Portable Sanitation Trailer Per Section 3.2.6.	5	\$ _____	5	\$ _____	10	\$ _____
6	Large Portable Sanitation Trailer Per Section 3.2.7.	1	\$ _____	1	\$ _____	1	\$ _____

B. Pump-Out Pricing

The below descriptions provide section references for informational purposes. Refer to Section 3 for complete technical specifications for each service. The service rates quoted shall include all equipment and labor required. The estimated number of pump-outs is a yearly estimate and is provided as an estimate only and is not a guarantee of pump-outs each year over the term of the contract.

<u>Item</u>	<u>Description</u>	<u>Number of Pump-Outs</u>	<u>Service Rate Per Pump-Out Per Tank</u>
7	Pump-Out Service Per Section 3.2.11. for a single trailer office with two (2) single toilet holding tanks – 100 gallon tank	12	\$ _____
8	Pump-Out Service Per Section 3.2.11. for a single trailer office with two (2) single toilet holding tanks – 250 gallon tank	12	\$ _____
9	Pump-Out Service Per Section 3.2.11. for a single trailer office with one (1) single toilet holding tank – 250 gallon tank	12	\$ _____

C. Additional Maintenance Service

The below descriptions provide section references for informational purposes only. Refer to Section 3 for complete technical specifications. Prices quotes shall be to provide maintenance service that exceeds the maintenance schedule which is included in the rental rates above. The below pricing will not be utilized as a basis of award but may be utilized by the County on an as needed basis from the Bidder awarded the corresponding item in Group 1, Section A.

<u>Item</u>	<u>Description</u>	<u>Each Additional Maintenance Service (Performing all services in Section 3.2.8)</u>	<u>Each Additional Maintenance Service (Performing all services in Section 3.2.8 excluding emptying holding tanks)</u>
1	Standard Portable Chemical Toilets – Single and Two Toilet Units (Standard Units) Per Section 3.2.2.	\$ _____	\$ _____
2	Accessible Portable Chemical Toilets (Accessible Units) Per Section 3.2.3.	\$ _____	\$ _____
3	Two-Station Sink Per Section 3.2.4.	\$ _____	\$ _____
4	Small Portable Sanitation Trailer Per Section 3.2.5.	\$ _____	\$ _____
5	Medium Portable Sanitation Trailer Per Section 3.2.6.	\$ _____	\$ _____
6	Large Portable Sanitation Trailer Per Section 3.2.7.	\$ _____	\$ _____

Group 2 Pricing

A. Unit and Trailer Pricing

The below descriptions provide section references for informational purposes. Refer to Section 3 for complete technical specifications for each unit. The rental rates quoted shall include all services required and described in Section 3 including but not limited to delivery, installation, and maintenance. The estimated number of rentals is a yearly estimate and is provided as an estimate only and is not a guarantee of rentals each year over the term of the contract. Refer to Sections 2.10 and 2.11 for clauses that do not apply to Group 2. Refer to Sections 2.8, 2.9, and 2.14 for specific Sections governing Group 2.

<u>Item</u>	<u>Description</u>	<u>Number of Daily Unit Rentals</u>	<u>Rental Rate Per Day Per Unit or Trailer</u>	<u>Number of Weekly Unit Rentals</u>	<u>Rental Rate Per Week Per Unit or Trailer</u>	<u>Number of Monthly Unit Rentals</u>	<u>Rental Rate Per Month Per Unit or Trailer</u>
1	Standard Portable Chemical Toilets – Single and Two Toilet Units (Standard Units) Per Section 3.2.2.	2	\$ _____	2	\$ _____	7	\$ _____
2	Accessible Portable Chemical Toilets (Accessible Units) Per Section 3.2.3.	2	\$ _____	2	\$ _____	2	\$ _____
3	Two-Station Sink Per Section 3.2.4.	1	\$ _____	1	\$ _____	1	\$ _____
4	Small Portable Sanitation Trailer Per Section 3.2.5.	1	\$ _____	1	\$ _____	10	\$ _____
5	Medium Portable Sanitation Trailer Per Section 3.2.6.	1	\$ _____	1	\$ _____	8	\$ _____
6	Large Portable Sanitation Trailer Per Section 3.2.7.	1	\$ _____	1	\$ _____	1	\$ _____

B. Additional Maintenance Service

The below descriptions provide section references for informational purposes only. Refer to Section 3 for complete technical specifications. Prices quotes shall be to provide maintenance service that exceeds the maintenance schedule which is included in the rental rates above. The below pricing will not be utilized as a basis of award but may be utilized by the County on an as needed basis from the Bidder awarded the corresponding item in Group 2, Section A.

<u>Item</u>	<u>Description</u>	<u>Each Additional Maintenance Service (Performing all services in Section 3.2.8)</u>	<u>Each Additional Maintenance Service (Performing all services in Section 3.2.8 excluding emptying holding tanks)</u>
1	Standard Portable Chemical Toilets – Single and Two	\$ _____	\$ _____

	Toilet Units (Standard Units) Per Section 3.2.2.		
2	Accessible Portable Chemical Toilets (Accessible Units) Per Section 3.2.3.	\$ _____	\$ _____
3	Two-Station Sink Per Section 3.2.4.	\$ _____	\$ _____
4	Small Portable Sanitation Trailer Per Section 3.2.5.	\$ _____	\$ _____
5	Medium Portable Sanitation Trailer Per Section 3.2.6.	\$ _____	\$ _____
6	Large Portable Sanitation Trailer Per Section 3.2.7.	\$ _____	\$ _____

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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, minorities and women 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, other Section 3 residents, minorities, and women 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 S-3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
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/contract's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)

Awardee/contractor will follow Plan's affirmative marketing steps for each PHCD award, when he or she subcontracts work, to **award a minimum goal of 10% of the overall award amount to S-3 businesses**, where feasible, and ensure small, minority and women-owned businesses are used. 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 S-3 business to PHCD Section 3 Coordinator (Compliance) for S-3 business application assistance.
2. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons, minorities and women by email Section3@miamidade.gov.
3. Request the list of Small Minorities Business from Small Business Development (SBD) Division of Miami-Dade County Internal Services Department, by phone at 305-375-3111, or visit <http://www.miamidade.gov/smallbusiness/enterprise-programs.asp> to obtain it. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms. PHCD only recognizes small business owners certified by SBD
4. Advertise for S-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.
5. Send via fax, email or hand-deliver the **"Letter of Intent to Subcontract/Solicit Section 3 Businesses"**, the **"Letter of Intent to Solicit Small, Minority, and Women-Owned Business Enterprise"** and the **"Certificate of Unavailability"** forms, to all prospective subcontractor businesses for work in connection with each PHCD award.
6. 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, and/or Small, Minority, and Women-Owned Businesses subcontractors must be sent to PHCD within 14 days of notification.

7. 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.
8. Awardee/Contractor is required to negotiate first with S-3 businesses, and then, with small, minority and women-owned businesses, if the subcontractors' bid amount would make the project infeasible.
9. 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.
10. 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.
11. Other post-award required submittals may include the **"List of Subcontractors Utilization Section 3, or Small, Minorities, and Women-Owned 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	

**MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT AFFIDAVIT
PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT**

1. This affidavit is submitted to the Miami-Dade County Parks, Recreation and Open Spaces Department, (the "Department") by:

_____, for
(Print individual's name and title)

(Print name of entity submitting compliance statement)
whose business address is _____

and its Federal Employer Identification Number (FEIN/SSN) _____

2. I, am duly authorized to make this affidavit on behalf of:

(Print individual's name and title)

(Print name of entity submitting affidavit)

3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.

4. I understand and can attest to the my organization/agency/firm's compliance with this Ordinance and that;

- A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing to volunteer a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
- B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.
- C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:
1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
 2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
 3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
 4. Is a sexual offender or a sexual predator; or
 5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.
- D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the

person is no longer a child event worker, park vendor, staff member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.

- E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Parks, Recreation and Open Spaces Department.
5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
- a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
 - d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

(Signature)

Date Title

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____
by _____ He/She is personally known to me or has
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)