

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. 8374-1/19

☒ Contract ☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☐ NO

Contract No.: FB-01099 TERM OF CONTRACT: 5 YEAR(S) WITH 0 YEAR(S) OTR

Contract Title: Trash Chute Cleaning, Maintenance & Repair Services

Description:

The purpose of this solicitation is to establish a contract for trash chute inspection, maintenance, cleaning and repair services for the Miami-Dade Public Housing and Community Development Department (PHCD).

Issuing Department: PHCD Contact Person: Martha Garofolo Phone: 305-375-4265

Estimate Cost: \$460,000 for five year term GENERAL FEDERAL OTHER

Funding Source: X

ANALYSIS

Commodity Codes:

962-21 Cleaning Services, Steam and Pressure
165-18 Trash Compactors (Commercial)

962-21

165-18

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

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			

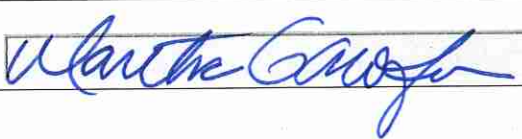
Comments: Replacement contract for 8374-1/19

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed:  Date sent to SBD: 10/31/18

Date returned to SPD:

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for trash chute inspection, maintenance, cleaning and repair services for the Miami-Dade Public Housing and Community Development Department (PHCD).

2.2 TERM OF CONTRACT

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

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. To be considered for award, the bidder shall offer prices for all items listed in the solicitation. If a bidder fails to submit an offer for all items listed within the solicitation its offer may be rejected.

Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.3.1 MINIMUM REQUIREMENTS

Bidders shall be regularly engaged in the business of providing trash chute cleaning, maintenance and repair services. Bidders shall provide:

- 1) Bidder shall provide the following information: contact person, telephone number, and e-mail address.
- 2) Bidders shall submit three current references. The references listed must be current customers to whom the bidder has provided the services as described in the solicitation during the past year. The references must include the company name, the name, title, address, telephone number and email address of the contact person who can verify that the bidder has successfully provided the goods and services listed throughout the solicitation. The references must include facility type (i.e. Office bldg. condominiums, warehouse, etc. Address of the facility and date of contract commencement and full term of the contract.

3) PHCD USHUD GENERAL TERMS AND CONDITIONS / ATTACHMENTS

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

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

B. Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)

This form is used by bidders/offerors to certify to the Housing Authority's Contracting Officer for contract compliance.

C. General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)

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

- D. **General Conditions for Non-Construction Contracts Section II – (With Maintenance Work) (Form HUD-5370-C)** This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 2 CFR Part 200 necessary for non-construction contracts.
- E. **US HUD Section 3 Attachments:**
Appendix B Boiler Plate Requirements.
Pre-Award Doc #00200 - Section 3 Business Preference Claim Form.
Pre-Award Doc #00400 - Section 3 Economic Opportunity & Affirmative Marketing Plan.
Pre-Award Doc #00450 - Contractor Subcontractor Estimated Project Work Force.

F. **PHCD SPECIAL NOTICE (SECTION 3) ATTACHMENT 4**

Must submit a completed (PHCD) Section 3 Economic Opportunity and Affirmative Marketing Plan

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

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with their bid submittal refer to (Attachment 4). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

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

2.4 PRICES

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year. The pricing adjustment requested for the inspection, maintenance and cleaning services shall be based on the Consumer Price Index (CPI-U), All Urban Consumers, All Items, Miami-Fort Lauderdale area. The bidder may request a price change for parts based on Manufacturers Price Adjustment. The request must include proof of price increase (manufacturer's invoices or revised price list may be used to substantiate the request). The County, at its discretion, will determine the eligibility of the manufacturer's price adjustment.

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

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

2.5 EXAMINATION OF SITE (RECOMMENDED) PENDING DATE AND TIME

Prior to submitting its offer it is advisable that the bidder attend the scheduled site visit of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

The location and time for the examination of the sites is as follows:

Date: XXXX, 2018

Location No. (1) XXXXXXXXXXXXXXXX

Time: 10:30 A.M.

Location No. (2) XXXXXXXXXXXXXXXX

Time: 10:30 A.M.

2.6 INSURANCE PENDING TO SEND TO RISK MANAGEMENT 10/31/18 PENDING RESPONSE

This insurance outlined below supersedes the insurance requirements in Section 1, paragraph 1.21 of the terms and conditions. The Contractor shall furnish to Miami-Dade County Internal Services Department, Strategic Procurement Division, and Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Insurance shall include coverage for Explosion Collapse and Underground Hazards. **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.

All other insurance conditions in Section 1, paragraph 1.21 apply to this bid.

2.7 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

2.7.1 All goods and/or services to be purchased as a result of any award under this solicitation shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), , the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of Bidders to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation.

2.7.2 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.7.3 Pursuant to 2 CFR, Part 200.318(i) (1), ISD-SPD and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement,

selection of contract type, contractor selection or rejection, and the basis for the contract price. Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

2.7.4 Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

2.7.5 Pursuant to C.F.R. 200.321 (g) Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

2.7.6 When goods and/or services will be purchased, in part or in whole, with federal funding, and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement, the Bidder hereby assures and certifies to the County that it will comply with:

- A. 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 any resultant contract by reference.
- B. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) 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.
- C. The 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.

- D. 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.
- E. 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.
- F. 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.
- G. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Bidder must provide a certification to the Procuring Agency that the Bidder 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.) A bid, which does not include this certificate, may be considered non-responsive. Bidders that apply or bid for an award exceeding \$100,000 must file the Byrd Anti-Lobbying Amendment Certification Form.
- H. C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The bidder shall verify that none of the bidder, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By submitting the Suspension and Debarment Certification Form, the bidder certifies its compliance with this requirement.
- I. C.F.R. 200.321. If the Bidder is a prime contractor, and if subcontracts are to be let, the bidder will take the following affirmative steps:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- J. All other applicable requirements in 2 CFR, Part 200, 200.317-200.326 Procurement Standards.
- K. All applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

2.8 PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) EXEMPTION TO CERTAIN CLAUSES

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

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

2.9 PHCD Minimum Wages Based on the Davis Bacon Act (When in part or in whole Federal Funds are Utilized)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Bidder(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary. The above agreement shall be used only when federal funds are utilized for specific project in excess of \$2,000.00.

2.10 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Regulatory and Economic Resources, 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6789.

2.11 DEFICIENCIES

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) business days after such rejected defects, deficiencies, and/or non-conformances are reported to the bidder by the County's project administrator, who may confirm all such information in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services from secondary bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the incumbent bidder for default.

2.12 ACCIDENT PREVENTION AND BARRICADES

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, 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 Project Manager.

2.13 IDENTIFICATION BADGES

Bidder's employees shall wear identification badges at all times showing the employee's picture, name, signature and company name/logo. Bidder shall also ensure employees wear appropriate protective clothing, shoes and other safety equipment as required. The County may request removal of any employee with an improper badge or not donned in appropriate protecting clothing.

2.14 FACILITIES

2.14.1 ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract. Bidder(s) under this contract shall be invited to submit price quotes for these additional facilities.

If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract bidder that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification to the award sheet.

2.14.2 DELETION

County departments may delete service for any facility (ies) when such service is no longer required during the contract term.

2.15 PURCHASE OF OTHER SERVICES / ITEMS

While the County has listed services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the similar services/items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar services/items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for inspection, cleaning, maintenance and repair services of existing trash chute systems and auxiliary equipment at various County facilities. All services rendered by the bidder shall result in the trash chute systems and auxiliary equipment being in compliance with the latest edition of the applicable Florida Building Code and National Fire Protection Agency (NFPA).

The awarded bidder shall be responsible for all labor, supervision, materials, equipment, and tools necessary to perform all services listed throughout this solicitation. Such materials and equipment shall be of a suitable type and grade for the purpose of its intended use. All material, workmanship, and equipment shall be subject to inspection and approval by the County.

3.2 TIME-RELEASE ODOR CONTROL SYSTEM

The awarded bidder shall provide a time-release odor control system for each trash chute system. The odor control system shall dispense an odor counteracting agent in a quantity and frequency that will effectively eliminate malodors. The odor control system shall be maintained in order for it to function continuously.

3.3 SERVICES TO BE PROVIDED

The awarded bidder shall meet with the County or designee after the commencement of the contract; and mutually agree upon written inspection maintenance and cleaning service schedule for the contract term. This process shall be followed upon any executed renewal term.

The following services shall be provided by the awarded bidder on a semi-annual basis (every six months) for all sites.

3.3.1 INSPECTION

Inspection refers to visual examinations. Bidder(s) shall look for signs of cleanliness, foreign matter and damage. During the inspection, bidder(s) shall be able to determine if the trash chute is in proper working condition.

3.3.2 MAINTENANCE

Maintenance refers to the proactive actions that will ensure that all trash chutes and auxiliary equipment remain in properly working condition.

The following is a list of items/parts within the trash chute system that shall be maintained. The list is neither all-inclusive nor complete.

1. The chute system from the roof (where the vent cap is located) to the discharge/guillotine door at the bottom of the chute, including all floors.
2. All trash chute doors on each floor shall be maintained to reach proper closure and self-latching.
3. The vent cap to ensure that it is in place and is secure.
4. The discharge/guillotine door, its track and fusible link assembly to ensure proper closure, allowing the door to slide shut to prevent the spread of smoke and flames. The service is required in order to prevent trash from dispersing and fire from spreading through the trash chute. The guillotine door is designed to be kept open at all times. It is fitted with a UL-rated fusible link, which will melt when the temperature in the trash room reaches 165°. When the link melts, the door will slide shut, sealing off the chute.

5. All door areas, hydraulics and other parts shall be properly lubricated.
6. All screws and bolts of all hardware shall be properly in place.
7. The door-stop shall open at its prescribed angle.
8. All moving and hydraulic parts shall operate as required by original equipment manufacturer.
9. All door handles.
10. All fire stops.

3.3.3 CLEANING

Cleaning shall refer to the act of ensuring that the trash chute system and its auxiliary equipment are free from dirt; unsoiled and unstained resulting in its proper operation.

The following steps shall be implemented by the bidder to achieve cleanliness.

1. Remove all dirt and impediments from the inside of all chute doors and polish the outside.
2. Deodorize the ground floor trash room and dumpster containers to eliminate malodors.
3. Pressure-wash the entire main trash room floor.

3.4 REPORTING

Subsequent to the inspection, cleaning and maintenance services, the awarded bidder shall present a copy of the service report to the County.

The Trash Chute Service Report shall include at minimum:

- a. The condition of the walls of the chute
- b. The condition of the doors, hinges, closure, etc.
- c. The roof cap and ventilation system.
- d. Infestation of the inside and exterior cavity of the chute.
- e. Bacteriological growth and identifications.
- f. Describe the before and after cleanness status of the chute system and trash rooms.
- g. Needed or recommended repairs and estimated time of completion.

3.5 REPAIR

Repair services shall be provided by the awarded bidder for all sites. Repair shall refer to the replacement of parts.

All repairs must be approved by the County prior to commencement of work and its completion shall not exceed the number of days stated in the trash chute service report, unless mutually agreed in writing between the bidder and County. Failure from the awarded bidder to complete the repair within the require number of days may result in the cancellation of the order.

3.5.1 INSTALLATION

Installation shall include the removal and disposal of trash chute parts being replaced and the installment of the new item(s) leaving the unit in proper working condition.

Solicitation FB-01099

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-01099**TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE**

Solicitation Number	FB-01099
Solicitation Title	TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE
Solicitation Start Date	In Held
Solicitation End Date	Nov 30, 2018 6:00:00 PM EST
Question & Answer End Date	Oct 26, 2018 7:00:00 AM EDT
Solicitation Contact	Martha Garofolo 305-375-4265 marthag@miamidade.gov
Solicitation Contact	Dakota Thompson Procurement Contracting Officer 2 ISD - Procurement Management Services 305-375-2356 dakota@miamidade.gov
Contract Duration	See Bid Documents
Contract Renewal	See Bid Documents
Prices Good for	Not Applicable
Pre-Solicitation Conference	Oct 24, 2018 6:00:00 AM EDT Attendance is optional Location: Location to be determined
Solicitation Comments	The purpose of this solicitation is to establish a contract for trash chute inspection, maintenance, cleaning and repair services.

Item Response Form

Item	FB-01099-01-01 - Section 4 Bid Submittal Form
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Miami-Dade County <u>Miami-Dade County</u> 111 NW 1st Street Suite 1300 Miami FL 33128 Qty 1
Description	See Section 4 Bid Submittal Form

BID NO.: FB-01099

TRASH CHUTE INSPECTION, CLEANING,
MAINTENANCE, REPAIR & SERVICE

Nov 30, 2018



MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N
T O B I DTITLE:

TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE

FOR INFORMATION CONTACT:

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

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

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



SECTION 1

GENERAL TERMS AND CONDITIONS:

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

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-2.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

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

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

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

PLEASE NOTE THE FOLLOWING:

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

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099****SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for trash chute inspection, maintenance, cleaning and repair services for the Miami-Dade Public Housing and Community Development Department (PHCD).

2.2 TERM OF CONTRACT

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

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. To be considered for award, the bidder shall offer prices for all items listed in the solicitation. If a bidder fails to submit an offer for all items listed within the solicitation its offer may be rejected.

Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.3.1 MINIMUM REQUIREMENTS

Bidders shall be regularly engaged in the business of providing trash chute cleaning, maintenance and repair services. Bidders shall provide:

- 1) Bidder shall provide the following information: contact person, telephone number, and e-mail address.
- 2) Bidders shall submit three current references. The references listed must be current customers to whom the bidder has provided the services as described in the solicitation during the past year. The references must include the company name, the name, title, address, telephone number and email address of the contact person who can verify that the bidder has successfully provided the goods and services listed throughout the solicitation. The references must include facility type (i.e. Office bldg. condominiums, warehouse, etc. Address of the facility and date of contract commencement and full term of the contract.

3) PHCD USHUD GENERAL TERMS AND CONDITIONS / ATTACHMENTS**A. HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**

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

B. Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)
C) This form is used by bidders/offerors to certify to the Housing Authority's Contracting Officer for contract compliance.**C. General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099**

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

- D. General Conditions for Non-Construction Contracts Section II – (With Maintenance Work) (Form HUD-5370-C)** This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 2 CFR Part 200 necessary for non-construction contracts.
- E. US HUD Section 3 Attachments:**
 Appendix B Boiler Plate Requirements.
 Pre-Award Doc #00200 - Section 3 Business Preference Claim Form.
 Pre-Award Doc #00400 - Section 3 Economic Opportunity & Affirmative Marketing Plan.
 Pre-Award Doc #00450 - Contractor Subcontractor Estimated Project Work Force.
- F. PHCD SPECIAL NOTICE (SECTION 3) ATTACHMENT 4**
 Must submit a completed (PHCD) Section 3 Economic Opportunity and Affirmative Marketing Plan

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

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with their bid submittal refer to (Attachment 4). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

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

2.4 PRICES

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year. The pricing adjustment requested for the inspection, maintenance and cleaning services shall be based on the Consumer Price Index (CPI-U), All Urban Consumers, All Items, Miami-Fort Lauderdale area. The bidder may request a price change for parts based on Manufacturers Price Adjustment. The request must include proof of price increase (manufacturer's invoices or revised price list may be used to substantiate the request). The County, at its discretion, will determine the eligibility of the manufacturer's price adjustment.

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

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

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099****2.5 EXAMINATION OF SITE (RECOMMENDED) PENDING DATE AND TIME**

Prior to submitting its offer it is advisable that the bidder attend the scheduled site visit of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

The location and time for the examination of the sites is as follows:

Date: XXXX, 2018

Location No. (1) XXXXXXXXXXXXXXXX

Time: 10:30 A.M.

Location No. (2) XXXXXXXXXXXXXXXX

Time: 10:30 A.M.

2.6 INSURANCE PENDING TO SEND TO RISK MANAGEMENT

This insurance outlined below supersedes the insurance requirements in Section 1, paragraph 1.21 of the terms and conditions. The Contractor shall furnish to Miami-Dade County Internal Services Department, Strategic Procurement Division, and Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Insurance shall include coverage for Explosion Collapse and Underground Hazards. **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.

All other insurance conditions in Section 1, paragraph 1.21 apply to this bid.

2.7 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

2.7.1 All goods and/or services to be purchased as a result of any award under this solicitation shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), , the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of Bidders to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation.

2.7.2 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.7.3 Pursuant to 2 CFR, Part 200.318(i) (1), ISD-SPD and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement,

SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES**SOLICITATION NO.:** FB-01099

selection of contract type, contractor selection or rejection, and the basis for the contract price. Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

2.7.4 Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

2.7.5 Pursuant to C.F.R. 200.321 (g) Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

2.7.6 When goods and/or services will be purchased, in part or in whole, with federal funding, and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement, the Bidder hereby assures and certifies to the County that it will comply with:

- A. 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 any resultant contract by reference.
- B. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) 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.
- C. The 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

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
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and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

- D. 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.
- E. 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.
- F. 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.
- G. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Bidder must provide a certification to the Procuring Agency that the Bidder 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.) A bid, which does not include this certificate, may be considered non-responsive. Bidders that apply or bid for an award exceeding \$100,000 must file the Byrd Anti-Lobbying Amendment Certification Form.
- H. C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The bidder shall verify that none of the bidder, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By submitting the Suspension and Debarment Certification Form, the bidder certifies its compliance with this requirement.
- I. C.F.R. 200.321. If the Bidder is a prime contractor, and if subcontracts are to be let, the bidder will take the following affirmative steps:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- J. All other applicable requirements in 2 CFR, Part 200, 200.317-200.326 Procurement Standards.
- K. All applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099****2.8 PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) EXEMPTION TO CERTAIN CLAUSES**

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

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

2.9 PHCD Minimum Wages Based on the Davis Bacon Act (When in part or in whole Federal Funds are Utilized)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Bidder(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary. The above agreement shall be used only when federal funds are utilized for specific project in excess of \$2,000.00.

2.10 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Regulatory and Economic Resources, 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6789.

2.11 DEFICIENCIES

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) business days after such rejected defects, deficiencies, and/or non-conformances are reported to the bidder by the County's project administrator, who may confirm all such information in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services from secondary bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the incumbent bidder for default.

2.12 ACCIDENT PREVENTION AND BARRICADES

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, 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 Project Manager.

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099****2.13 IDENTIFICATION BADGES**

Bidder's employees shall wear identification badges at all times showing the employee's picture, name, signature and company name/logo. Bidder shall also ensure employees wear appropriate protective clothing, shoes and other safety equipment as required. The County may request removal of any employee with an improper badge or not donned in appropriate protecting clothing.

2.14 FACILITIES**2.14.1 ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract. Bidder(s) under this contract shall be invited to submit price quotes for these additional facilities.

If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract bidder that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification to the award sheet.

2.14.2 DELETION

County departments may delete service for any facility (ies) when such service is no longer required during the contract term.

2.15 PURCHASE OF OTHER SERVICES / ITEMS

While the County has listed services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the similar services/items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar services/items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099****SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for inspection, cleaning, maintenance and repair services of existing trash chute systems and auxiliary equipment at various County facilities. All services rendered by the bidder shall result in the trash chute systems and auxiliary equipment being in compliance with the latest edition of the applicable Florida Building Code and National Fire Protection Agency (NFPA).

The awarded bidder shall be responsible for all labor, supervision, materials, equipment, and tools necessary to perform all services listed throughout this solicitation. Such materials and equipment shall be of a suitable type and grade for the purpose of its intended use. All material, workmanship, and equipment shall be subject to inspection and approval by the County.

3.2 TIME-RELEASE ODOR CONTROL SYSTEM

The awarded bidder shall provide a time-release odor control system for each trash chute system. The odor control system shall dispense an odor counteracting agent in a quantity and frequency that will effectively eliminate malodors. The odor control system shall be maintained in order for it to function continuously.

3.3 SERVICES TO BE PROVIDED

The awarded bidder shall meet with the County or designee after the commencement of the contract; and mutually agree upon written inspection maintenance and cleaning service schedule for the contract term. This process shall be followed upon any executed renewal term.

The following services shall be provided by the awarded bidder on a semi-annual basis (every six months) for all sites.

3.3.1 INSPECTION

Inspection refers to visual examinations. Bidder(s) shall look for signs of cleanliness, foreign matter and damage. During the inspection, bidder(s) shall be able to determine if the trash chute is in proper working condition.

3.3.2 MAINTENANCE

Maintenance refers to the proactive actions that will ensure that all trash chutes and auxiliary equipment remain in properly working condition.

The following is a list of items/parts within the trash chute system that shall be maintained. The list is neither all-inclusive nor complete.

1. The chute system from the roof (where the vent cap is located) to the discharge/guillotine door at the bottom of the chute, including all floors.
2. All trash chute doors on each floor shall be maintained to reach proper closure and self-latching.
3. The vent cap to ensure that it is in place and is secure.
4. The discharge/guillotine door, its track and fusible link assembly to ensure proper closure, allowing the door to slide shut to prevent the spread of smoke and flames. The service is required in order to prevent trash from dispersing and fire from spreading through the trash chute. The guillotine door is designed to be kept open at all times. It is fitted with a UL-rated fusible link, which will melt when the temperature in the trash room reaches 165°. When the link melts, the door will slide shut, sealing off the chute.

**SOLICITATION TITLE: TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING
AND REPAIR SERVICES****SOLICITATION NO.: FB-01099**

5. All door areas, hydraulics and other parts shall be properly lubricated.
6. All screws and bolts of all hardware shall be properly in place.
7. The door-stop shall open at its prescribed angle.
8. All moving and hydraulic parts shall operate as required by original equipment manufacturer.
9. All door handles.
10. All fire stops.

3.3.3 CLEANING

Cleaning shall refer to the act of ensuring that the trash chute system and its auxiliary equipment are free from dirt; unsoiled and unstained resulting in its proper operation.

The following steps shall be implemented by the bidder to achieve cleanliness.

1. Remove all dirt and impediments from the inside of all chute doors and polish the outside.
2. Deodorize the ground floor trash room and dumpster containers to eliminate malodors.
3. Pressure-wash the entire main trash room floor.

3.4 REPORTING

Subsequent to the inspection, cleaning and maintenance services, the awarded bidder shall present a copy of the service report to the County.

The Trash Chute Service Report shall include at minimum:

- a. The condition of the walls of the chute
- b. The condition of the doors, hinges, closure, etc.
- c. The roof cap and ventilation system.
- d. Infestation of the inside and exterior cavity of the chute.
- e. Bacteriological growth and identifications.
- f. Describe the before and after cleanness status of the chute system and trash rooms.
- g. Needed or recommended repairs and estimated time of completion.

3.5 REPAIR

Repair services shall be provided by the awarded bidder for all sites. Repair shall refer to the replacement of parts.

All repairs must be approved by the County prior to commencement of work and its completion shall not exceed the number of days stated in the trash chute service report, unless mutually agreed in writing between the bidder and County. Failure from the awarded bidder to complete the repair within the require number of days may result in the cancellation of the order.

3.5.1 INSTALLATION

Installation shall include the removal and disposal of trash chute parts being replaced and the installment of the new item(s) leaving the unit in proper working condition.

FB-01099 SECTION 4 BID SUBMITTAL FORM**TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING AND REPAIR SERVICES**

Per Section 2, Paragraph 2.3, award of this contract will be made to the responsive, responsible bidder who Meets the following minimum requirements:

Section 2, Paragraph 2.3.1 Minimum Requirements	
1.	<p>Bidder shall provide the following information:</p> <p>Contact Person: _____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p>
2.	<p>Bidders shall submit three current references. The references listed must be customers to whom the bidder has provided the parts and services as described in the solicitation during the past year. The references must include the customer's company name, the name, title, address, telephone number and email address of the contact person who can verify that the bidder has successfully provided the goods and services listed throughout. The references must include facility type (i.e. Office bldg. condominiums, warehouse, etc. Address of the facility and date of contract commencement and full term of the contract.</p> <p>Reference No.1</p> <p>Customer name: _____</p> <p>Contact person: _____ Title: _____</p> <p>Address: _____</p> <p>Contact phone number: _____</p> <p>Email address: _____</p> <p>Facility type being services: _____</p> <p>Address of the facility: _____</p> <p>Date of contract commencement and term of contract: _____</p> <p>_____</p> <p>Reference No. 2</p> <p>Customer name: _____</p> <p>Contact person: _____ Title: _____</p> <p>Address: _____</p> <p>Contact phone number: _____</p> <p>Email address: _____</p> <p>Facility type being services: _____</p> <p>Address of the facility: _____</p> <p>Date of contract commencement and term of contract: _____</p> <p>_____</p>

	Reference No. 3 Customer name: _____ Contact person: _____ Title: _____ Address: _____ Contact phone number: _____ Email address: _____ Facility type being services: _____ Address of the facility: _____ Date of contract commencement and term of contract: _____ _____
3.	<u>PHCD USHUD GENERAL TERMS AND CONDITIONS AND ATTACHMENTS</u> <u>TO BE COMPLETED BY BIDDER AND INCLUDED WITH BID SUBMITTAL</u>
A)	HUD Instructions to Offers Non-Construction (Form HUD5369-B) This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.
B)	Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C) This form is used by bidders/offerors to certify to the Housing Authority's Contracting Officer for contract compliance.
C)	General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C) This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD and the successful offeror(s).
D)	General Conditions for Non-Construction Contracts Section II – (With Maintenance Work) (Form HUD-5370-C) This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 2 CFR Part 200 necessary for non-construction contracts.
E)	<u>US HUD Section 3 Attachments:</u> Appendix B Boiler Plate Requirements. Pre-Award Doc #00200 - Section 3 Business Preference Claim Form. Pre-Award Doc #00400 - Section 3 Economic Opportunity & Affirmative Marketing Plan. Pre-Award Doc #00450 - Contractor Subcontractor Estimated Project Work Force.
F)	<u>PHCD SPECIAL NOTICE (SECTION 3) ATTACHMENT 4</u> Must submit a completed (PHCD) Section 3 Economic Opportunity and Affirmative Marketing Plan

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

FB-01099 SECTION 4 BID SUBMITTAL FORM TRASH CHUTE INSPECTION, MAINTENANCE, CLEANING AND REPAIR SERVICES			
Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
1	Site 270-Smathers Plaza, 935 SW 30 th Ave/2970 SW 9 th St. Inspection, Maintenance and Cleaning Services	2 Services	\$
2	Odor control system service and maintenance	12 Services	\$
3	Site 310-Stirrup Plaza, 3150 Mundy St Inspection, Maintenance and Cleaning Services	2 Services	\$
4	Odor control system service and maintenance	12 Services	\$
5	Site 311-South Miami Plaza, 6701 SW 62nd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
6	Odor control system service and maintenance	12 Services	\$
7	Site 320-Biscayne Plaza, SW 288th St & 152 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
8	Odor control system service and maintenance	12 Services	\$
9	Site 270-Jose Marti Plaza, 154 SW 17th Ave Inspection, Maintenance and Cleaning Services Site 270-Jose Marti Plaza, 154 SW 17th Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
10	Odor control system service and maintenance	12 Services	\$
11	Site 270-Little Havana Homes, 1255 SW 1st St Inspection, Maintenance and Cleaning Services	2 Services	\$
12	Odor control system service and maintenance	12 Services	\$
13	Site 280-Harry Cain, 490 NE 2nd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
14	Odor control system service and maintenance	12 Services	\$
15	Site 221-Parkside I & II, 333/357 NW 3rd St Inspection, Maintenance and Cleaning Services	2 Services	\$
16	Odor control system service and maintenance	12 Services	\$
17	Site 221-Jack Orr Plaza, 550 NW 5th St Inspection, Maintenance and Cleaning Services	2 Services	\$
18	Odor control system service and maintenance	12 Services	\$
19	Site 210-Wynwood Elderly, 3300 NW 3rd Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
20	Odor control system service and maintenance	12 Services	\$
21	Site 230 - Phyllis Wheatley, 1701 NW 2 Ct Inspection, Maintenance and Cleaning Services	2 Services	\$
22	Odor control system service and maintenance	12 Services	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
23	Site 232 - Claude Pepper, 750 NW 18 Terr Inspection, Maintenance and Cleaning Services	2 Services	\$
24	Odor control system service and maintenance	12 Services	\$
25	Site 231 - Helen Sawyer, 1150 NW 11 St/Rd Inspection, Maintenance and Cleaning Services	2 Services	\$
26	Odor control system service and maintenance	12 Services	\$
27	Site 240 - Haley Sofge Towers, 800/750 NW 13 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
28	Odor control system service and maintenance	12 Services	\$
29	Site 240 - Martin Fine Villas, 1301 NW 7 St Inspection, Maintenance and Cleaning Services	2 Services	\$
30	Odor control system service and maintenance	12 Services	\$
31	Site 241 - Robert King High, 1403/05 NW 7 St Inspection, Maintenance and Cleaning Services	2 Services	\$
32	Odor control system service and maintenance	12 Services	\$
33	Site 250 - Dante Fascell, 2929 NW 18 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
34	Odor control system service and maintenance	12 Services	\$
35	Site 260 - Three Round Towers, 2920 NW 18 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
36	Odor control system service and maintenance	12 Services	\$
37	Site 130 - Little River Plaza, 8401 NW 5 Place Inspection, Maintenance and Cleaning Services	2 Services	\$
38	Odor control system service and maintenance	12 Services	\$
39	Site 130 - Emmer Turnkey, 7820 N Miami Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
40	Odor control system service and maintenance	12 Services	\$
41	Site 130 - Peters Plaza, 191 NE 75 St Inspection, Maintenance and Cleaning Services	2 Services	\$
42	Odor control system service and maintenance	12 Services	\$
43	Site 110 - Lemon City, 150 NE 69 St Inspection, Maintenance and Cleaning Services	2 Services	\$
44	Odor control system service and maintenance	12 Services	\$
45	Site 180 - Edison Plaza, 200 NW 55 St Inspection, Maintenance and Cleaning Services	2 Services	\$
46	Odor control system service and maintenance	12 Services	\$
47	Site 120 - Ward Tower, 2200 NW 54 St. Inspection, Maintenance and Cleaning Services	2 Services	\$
48	Odor control system service and maintenance	12 Services	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
49	Site 121 - Ward Towers (ALF), 5301 NW 23 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
50	Odor control system service and maintenance	12 Services	\$
51	Site 150 - Palm Courts, 930 NW 95 St Inspection, Maintenance and Cleaning Services	2 Services	\$
52	Odor control system service and maintenance	12 Services	\$
53	Site 150 - Palm Towers, 950 NW 95 St Inspection, Maintenance and Cleaning Services	2 Services	\$
54	Odor control system service and maintenance	12 Services	\$
55	Site 160 - Palmetto Gardens, 16850 NW 55 Ave Inspection, Maintenance and Cleaning Services	2 Services	\$
56	Odor control system service and maintenance	12 Services	\$

REPAIR SERVICES - PRICES BELOW SHALL BE FOR STANDARD ITEMS FOR 1 YEAR			
57	Tee Handle with Latch AssemblyPart Cost	67	\$
58	Tee Handle with Latch Assembly Installation cost	67	\$
59	Thumb Latch assembly Part Cost	67	\$
60	Thumb Latch assembly Installation cost	67	\$
61	4 ½ " Spring Hinges Part Cost	67	\$
62	4 ½ " Spring Hinges Installation Cost	67	\$
63	12" Spring Hinges Part Cost	67	\$
64	12" Spring Hinges Installation Cost	67	\$
65	8" Hydraulic Door Closer Part Cost	67	\$
66	8" Hydraulic Door Closer Installation Cost	67	\$
67	10" Hydraulic Door Closer Part Cost	67	\$
68	10" Hydraulic Door Closer Installation Cost	67	\$
69	4" Pull Handle, no additional sizes Part Cost	67	\$
70	4" Pull Handle, no additional sizes Installation Cost	67	\$
71	15" Piano style hinge Part Cost	67	\$
72	15" Piano style hinge Installation Cost	67	\$
73	18" Piano style hinge Part Cost	67	\$
74	18" Piano style hinge Installation Cost	67	\$
75	21" Piano style hinge Parts Cost	67	\$
76	21" Piano style hinge Installation Cost	67	\$
77	24" Piano style hinge Parts Cost	67	\$
78	24" Piano style hinge Installation Cost	67	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
79	Trash chute bottom hinged door 15" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
80	Trash chute bottom hinged door 15" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
81	Trash chute bottom hinged door 18" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
82	Trash chute bottom hinged door 18" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
83	Trash chute bottom hinged door 21" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
84	Trash chute bottom hinged door 21" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
85	Trash chute bottom hinged door 21" x 21", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
86	Trash chute bottom hinged door 21" x 21", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
87	Trash chute bottom hinged door 24" x 24", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
88	Trash chute bottom hinged door 24" x 24", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
89	Trash chute side hinged door w/sleeve 15" x 15" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
90	Trash chute side hinged door w/sleeve 15" x 15" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
91	Trash chute side hinged door w/sleeve 15" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
92	Trash chute side hinged door w/sleeve 15" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
93	Trash chute bottom hinged door 18" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
94	Trash chute bottom hinged door 18" x 18", stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
95	Trash chute side hinged door w/sleeve 21" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
96	Trash chute side hinged door w/sleeve 21" x 18" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
97	Trash chute side hinged door w/sleeve 21" x 21" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
98	Trash chute side hinged door w/sleeve 21" x 21" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
99	Trash chute side hinged door w/sleeve 24" x 24" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Part Cost	67	\$
10	Trash chute side hinged door w/sleeve 24" x 24" stainless steel, self-closing, UL labeled, with a 1 ½ hour fire rating per fire code Installation Cost	67	\$
101	Fire Stop or Door Stop Replacement. Requires a 90 degree bend piece of metal sheet on left side of each door capable of preventing fire from spreading. Door stop should limit trash chute door from striking the wall. Part Cost	67	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
102	Fire Stop or Door Stop Replacement. Requires a 90 degree bend piece of metal sheet on left side of each door capable of preventing fire from spreading. Door stop should limit trash chute door from striking the wall. Installation Cost	67	\$
103	Rebuild Door (any size) Includes replacement of all defective parts (piano hinge) and welding of door frame Part Cost	67	\$
104	Rebuild Door (any size) Includes replacement of all defective parts (piano hinge) and welding of door frame Installation Cost	67	\$
105	Guillotine Service in accordance with Section 3, Paragraph 3.3.2A Part Cost	67	\$
106	Guillotine Service in accordance with Section 3, Paragraph 3.3.2A Installation Cost	67	\$
107	18" Guillotine/Discharge Door Part Cost	67	\$
108	18" Guillotine/Discharge Door Installation Cost	67	\$
109	24" Guillotine/Discharge Door Part Cost	67	\$
110	24" Guillotine/Discharge Door Installation Cost	67	\$
111	30" Guillotine/Discharge Door Part Cost	67	\$
112	30" Guillotine/Discharge Door Installation Cost	67	\$
113	18" Trash Chute Elbow Part Cost	67	\$
114	18" Trash Chute Elbow Installation Cost	67	\$
115	24" Trash Chute Elbow Part Cost	67	\$
116	24" Trash Chute Elbow Installation Cost	67	\$
117	30" Trash Chute Elbow Part Cost	67	\$

Item No.	Description	Estimated Quantity Unit of Measures for 1 Year	Unit Price Per Services
118	30" Trash Chute Elbow Installation Cost	67	\$
119	18" Trash Chute Vent Cap Part Cost	67	\$
120	18" Trash Chute Vent Cap Installation Cost	67	\$
121	24" Trash Chute Vent Cap Part Cost	67	\$
122	24" Trash Chute Vent Cap Installation Cost	67	\$
123	30" Trash Chute Vent Cap Part Cost	67	\$
124	30" Trash Chute Vent Cap Installation Cost	67	\$
125	Fusible Link for guillotine/discharge door Part Cost	67	\$
126	Fusible Link for guillotine/discharge door Installation Cost	67	\$
127	S-Hooks for guillotine/discharge door Part Cost	67	\$
128	S-Hooks for guillotine/discharge door Installation Cost	67	\$



Submittal Form

Solicitation No. FB-01099		Solicitation Title: TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE	
Legal Company Name (include d/b/a if applicable): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		Federal Tax Identification Number: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
If Corporation - Date Incorporated/Organized : <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		State Incorporated/Organized: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Company Operating Address: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		City <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	State <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Miami-Dade County Address (if applicable): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		City <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Zip Code <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Company Contact Person: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		Email Address: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Phone Number (include area code): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		Company's Internet Web Address: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP.</p> <p>The address of the Locally-Headquartered office is: <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p>			
<p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid.</p>			
<p><u>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</u></p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p>			

Is Bidder's firm a Miami-Dade County Certified Small Business Enterprise? Yes ☐ No ☐

If yes, please provide Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID

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

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title * <input type="text"/>	

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

Bidder's Authorized Representative's Signature: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	
Type or Print Title * <input type="text"/>	

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii)

trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii)

A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - Ⓐ A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(i)

(iii)

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



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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.**



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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



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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



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PHCD's website at: <http://www.miamidade.gov/housing/income-limits.asp>.

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

E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR 135.36)

1. ORDER OF PROVIDING PREFERENCE/ PRIORITY RANKINGS:

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

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

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

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

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



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

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



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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.***



MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
APPENDIX B

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 subcontracts, 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



MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
APPENDIX B

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 3 BUSINESS PREFERENCE CLAIM FORM
DOCUMENT 00200

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

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

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

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

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

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

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

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





ATTACHMENT 4

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

Section 3 Economic Opportunity and Affirmative Marketing Plan DOCUMENT 00400

(To be completed and submitted by all bidders)

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

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm's Section 3 and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) Section 3 regulation at 24 CFR Part 135 (email PHCD section3@miamidade.gov to obtain a copy).

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

- Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
- 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."
- Schedule a time and place convenient for public housing and other Section 3 residents to complete job applications and conduct job interviews, if applicable.
- 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.
- Send notices about Section 3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
- 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.
- 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.)
- 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.
- 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).
- Will Subcontractor(s) be used? ☐ YES ☐ / NO ☐. If yes, Awardee/contractor is also required to comply with section II of this document.

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

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

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Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

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

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

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

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

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

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CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

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

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

Contractor Print Name	Contractor Company Name	Email address	Phone #
_____	_____	_____	_____

[illegible]

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ATTACHMENT 5 PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

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

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**FAIR SUBCONTRACTING PRACTICES**

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

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



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

Name of Bidder/Proposer: _____

FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

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

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

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

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

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

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

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

10/18

Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The pre-qualified Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Suspension and Debarment Certification Form

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date

Question and Answers for Solicitation #FB-01099 - TRASH CHUTE INSPECTION, CLEANING, MAINTENANCE, REPAIR & SERVICE

Overall Solicitation Questions

There are no questions associated with this Solicitation.