

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01099
 Contract
 Re-Bid
 Other – _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2100865 / EVN0002763
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Trash Chute Systems Cleaning & Maintenance

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

Issuing Department: SPD
 Contact Person: Margarita Velazquez
 Phone: 305-375-3065
 Estimate Cost/Value: \$500,000.00
 GENERAL FEDERAL OTHER
 Funding Source:
X

ANALYSIS

Commodity Codes:	96221				
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	Il Ready Chute Holdings Inc				
Small Business Enterprise:	N/A				
Contract Value:	\$892,143.00				
Comments: 					
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: 				
Signed: <i>Margarita Velazquez</i>		Date sent to SBD: 9/19/23		
		Date returned to SPD: 		

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for trash chute systems 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 writing by the County, Strategic Procurement Department. The Contract shall expire on the last day of the 60th month.

2.3 METHOD OF AWARD

Award will be made to the lowest priced responsive, responsible Bidder in the aggregate who meets the minimum requirements listed within this solicitation. In order to be considered for award, Bidders must submit an offer for all items listed. Items that will be provided to the County at no cost must show a zero (0) in the price line. If a Bidder fails to submit an offer for all items listed, its overall offer may be rejected.

If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.4 QUALIFICATION CRITERIA

Bidders must meet the following requirements to be considered for award:

- 1) Bidder shall be regularly engaged in the business of providing trash chute systems services in order to be considered for award. Bidder shall provide two (2) different references from customers to whom the Bidder has provided or is currently providing trash chute systems services as described throughout this Solicitation. In lieu of the references from the Bidder, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel has successfully provided the goods/services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.

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

2) **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. **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).

C. **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.

D. **SECTION 3 OF THE HUD ACT OF 1968 - REQUIREMENTS FOR PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) PROJECTS ONLY.**

Section 3 is a provision of the United States Department of Housing and Urban Development (USHUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement and individual self-sufficiency. Spot market quotations issued off this request 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 75, 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 area.

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

2.5 **PRICES**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's bid opening date. Thereafter, the County may consider an adjustment on each anniversary date of the of the contract's bid opening date. 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.

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted no earlier than 90 days prior to the contract opening date anniversary and no later than 30 days prior to the contract opening date anniversary. The adjustment request cannot be in excess of the above 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 Awarded 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 sole discretion, may allow for a price adjustment based on the Manufacturer Price Adjustments. Additional information may be requested by the County such as historical pricing for the subject goods during the term of the contract.

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.

2.6 SITE VISIT

Site visits will be scheduled upon Bidder(s) request. Bidder(s) shall specify any site(s) the Bidder(s) wish to visit. All request shall be sent via email to Margarita.Velazquez@miamidade.gov with a copy to clerk.board@miamidade.gov no later than Friday, August XX, 2023 at 2:00 pm (local time). Any request received after this date and time may not be considered. The requested facilities site visit schedule, if any, will be posted via addendum.

2.7 INDEMNIFICATION OF INSURANCE

Will be updated once Risk provides requirements.

2.8 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

2.8.1 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 the Awarded Bidder 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 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.

2.8.6 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.

2.9 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 1.11 (Local Preferences)
- Section 1, Paragraph 1.28 (Office of the Inspector General)
- Section 1, Paragraph 1.37 (County User Access Program-UAP)
- Section 1, Paragraph 1.45 (Small Business Contract Measures)
- Section 1, Paragraph 1.46 (Local Certified Veterans Business Enterprise Preference)
- Section 1, Paragraph 1.49 (First Source Hiring Referral Program)
- Prompt Payment Terms – Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal.

2.10 **DEFICIENCIES**

This following is in addition to Section 1.8, Materials Shall be New and Warranted Against Defects, of the General Terms and Conditions:

The Awarded 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 Awarded Bidder by the County's project administrator, who may confirm all such information in writing. The Awarded Bidder shall bear all costs of correcting such rejected work. If the Awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder in 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.

2.11 **IDENTIFICATION BADGES**

Awarded Bidder's employees shall wear identification badges at all times showing the employee's picture, name, signature and company name/logo. Awarded 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.

2.12 **CHANGES**

Although this solicitation identifies specific sites to be serviced, it is hereby agreed and understood that the County may, at its discretion, add/delete sites, and/or services to the contract.

A. ADDITIONS

Should the County determine that additional sites, items or services need to be added to the contract, a quote shall be obtained from Awarded Bidder. If the County determines that the price submitted by the Awarded Bidder is not competitive, the County reserves the right to (a) negotiate a lower price, or to (b) acquire the services through a separate solicitation.

B. DELETION

Sites and/or Services may be deleted when services are no longer required during the contract period, upon written notice to the Awarded Bidder.

C. DECREASE/INCREASE SERVICE AND SERVICE SCHEDULES

The County may decrease or increase the service and service schedule at any time during the contract period. In the event that the service and service schedule frequency increases/decreases more than twenty-five percent (25%), County reserves the right to (a) negotiate a lower price, or to (b) acquire the services through a separate solicitation. If the service and service schedule frequency is resumed back to the original quoted amount, the County will adjust the payment to its original price.

All changes shall be memorialized by a formal modification.

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SECTION 3

SCOPE OF WORK/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 Awarded 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. Awarded Bidder shall look for signs of cleanliness, foreign matter and damage. During the inspection, Awarded Bidder 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 Awarded 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 with each monthly invoice 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 cleanliness 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 Awarded Bidder and County. Failure from the Awarded Bidder to complete the repair within the mutually agreed required 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.

SECTION 4

BID SUBMITTAL REQUIRED CRITERIA

TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Bidder Requirements
2.4(1)	<p>Bidder shall be regularly engaged in the business of providing trash chute systems services in order to be considered for award. Bidder shall provide two (2) different references from customers to whom the Bidder has provided or is currently providing trash chute systems services as described throughout this Solicitation. In lieu of the references from the Bidder, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel has successfully provided the goods/services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p> <p>Reference Company Name No. 1: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 2: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>

2.4 (2)	<p align="center"><u>PHCD USHUD GENERAL TERMS AND CONDITIONS AND ATTACHMENTS TO BE COMPLETED BY BIDDER AND INCLUDED WITH BID SUBMITTAL</u></p>	
A.	<p>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.</p>	<input type="checkbox"/>
B.	<p>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).</p>	<input type="checkbox"/>
C.	<p>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.</p>	
D.	<p>SECTION 3 OF THE HUD ACT OF 1968 - REQUIREMENTS FOR PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) PROJECTS ONLY. Section 3 is a provision of the United States Department of Housing and Urban Development (USHUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement and individual self-sufficiency. Spot market quotations issued off this request 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 75, 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 area.</p>	<input type="checkbox"/>