



DOC. NO.: CICC 7360-0/08

**INITIAL SUBMISSION DATE:
JUNE 1, 2003**

**MIAMI-DADE COUNTY, FLORIDA
NOTICE TO QUALIFIED CONTRACTORS
REQUEST TO PARTICIPATE
TO ESTABLISH A POOL OF CONSTRUCTION CONTRACTORS**

T I T L E

**MISCELLANEOUS CONSTRUCTION CONTRACT FOR QUALIFIED GENERAL
BUILDING/ENGINEERING AND SPECIALTY TRADE CONTRACTORS FOR A FIVE
(5) YEAR PERIOD FOR VARIOUS COUNTY DEPARTMENTS**

THE FOLLOWING ARE REQUIREMENTS OF THIS SOLICITATION, AS NOTED BELOW:

AFFIDAVITS:	ATTACHED
BID DEPOSIT AND PERFORMANCE BOND:	SEE SECT. 2.0, para's. 2.10 & 2.11
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	SEE SECT. 2.0, para. 2.14
EQUIPMENT LIST:	N/A
INSURANCE	SEE SECT 2.0, para. 2.9
LIVING WAGE	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
CSBE MEASURE:	N/A
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 - MDHA:	SEE Section 2.0, para's 2.6, 2.30, 2.106 and Attachment A
FDOT-MDT:	SEE Attachment B
SURCHARGE FEE:	N/A
WRITTEN WARRANTY:	SEE SECT 2.0, para. 2.15

FOR INFORMATION CONTACT:

- CONTRACT ADMINISTRATOR @ 305/375-2606

IMPORTANT NOTICE TO POTENTIAL RESPONDENTS

THIS BID CONTAINS PREFERENCES FOR SECTION 3 BUSINESSES (MDHA ONLY)

**MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

Notice to Qualified Contractors

REQUEST TO PARTICIPATE

Miami-Dade County is soliciting interested certified contractors to perform Miscellaneous Construction Contracts (MCC) for various Departments throughout Miami-Dade County. Those contractors accepting a contract will be required to furnish all labor, material, and equipment to perform the work as stated on work orders issued by the County.

Project Name: Miscellaneous Construction Contract
Project Number: CICC7360-0/08
Location: Various Countywide
Description: Work orders, below \$1,000,000.00 in value, will be issued for proposals from small contractors qualified for work in specific trade categories and general contractor category from various Miami-Dade County Departments.

Funding Source: Various

MIAMI-DADE CONTRACTOR'S CERTIFICATION IS REQUIRED IN ONE OR MORE OF THE FOLLOWING:

- State of Florida, General Building or Engineering license registered with Miami-Dade County
- As administered by the Miami-Dade County Public Works Department:
 - 01 - General Engineering
 - 02 - Plant Construction
 - 03 - Pipe Lines
 - 04 - Structural
 - 05 - Sea Walls & Small Docks
 - 06 - Pile Driving & Foundations
 - 07 - Paving
 - 08 - Concrete Work
 - 09 - Excavating & Grading
 - 10 - Land Clearing & Grubbing
 - 11 - Soil Compaction & Tamping
 - 12 - Railroad Construction
 - 13 - Underground Electrical & Communication Conduits
 - 14 - Fuel Transmission & Distribution Lines
 - 16 - Asphalt Sealing (not roadway pavement)
 - 17 - Direct Cable Burial (CATV)
- As administered by the Miami-Dade County Building Code Compliance Office (General Categories listed. For listing of sub-categories refer to Section 3.0, paragraph 3.2)
 - 1- Electrical (11 sub-categories)
 - 2- Plumbing (8 sub-categories)
 - 3- Mechanical (34 sub-categories)
 - 4- Liquefied Petroleum
 - 5- Building (3 sub-categories)
 - 6- Building Specialties (47 sub-categories) (from caulking to waterproofing)
 - 7- Maintenance (4 sub-categories)

NOTE: Vendors doing roof replacement must submit proof of Certified Manufacturers Roofing System Installer Certificate with the number of warranty years of roofing system with each Request for Price Quotation (RPQ)

MINIMUM QUALIFICATION REQUIREMENTS :

Registered vendor with the Department of Procurement Management and a General Building, General Engineering, or Specialty Trade Contractor registered with Miami-Dade County.

QUALIFICATIONS OF CONTRACTORS (at the time of RPQ)

- (a) That the Contractor will have available to perform the work at the proper time or times, in a high quality manner, minimizing inconvenience to the public, with adequate equipment and facilities, listing such equipment and facilities in such detail that they can be quickly and accurately checked;
- (b) That the contractor can dedicate assets and resources to the project to work expeditiously no less than 40 hours per week from issuance to completion of a given work order;
- (c) If the Contractor is a corporation, the names of all corporate officers and the name of the executive who will give his personal attention to the work;
- (d) Detailed financial information relating to the resources of the Contractor.
- (e) Adherence to all requirements as specified in the Notice to Qualified Contractors.
- (f) Approved insurance.

To request a copy of any ordinance, resolution and /or administrative order required, the Contractor must contact the Clerk of the Board at (305) 375-5126.

CONTRACT DOCUMENTS are open to public inspection and may be obtained from the Vendor Information Center (VIC), located at 111 NW 1 Street, Lobby, Suite 112, Miami, FL 33128 after 9:00 AM on May 19, 2003.

RESPONSE PROCEDURE: Qualified contractors are encouraged to submit the **REQUEST TO PARTICIPATE FOR QUALIFIED CONTRACTORS** package to the **Vendor Information Center (VIC), located at 111 NW 1 Street, Lobby, Suite 112, Miami, FL 33128** by 5:00 PM Eastern Daylight time on **May 30, 2003**. The phone number for the VIC is (305) 375-5773 and the fax is (305) 372-6184. To expedite this procedure, a faxed copy of the **REQUEST TO PARTICIPATE FOR QUALIFIED CONTRACTORS** package completed, signed, and received prior to the above deadline, will be acceptable.

At the time of submitting this Request To Participate, the Contractor must submit a copy of their trade license. Within 10 calendar days of award of a work order and prior to the issuance of any work, the responding contractors will be required to submit proof of required insurance, and other documentation as specified in the contract. Failure to submit this documentation will delay all assignments for work orders or future RPQ's until these requirements are met.

Upon written notice stating a specific rationale such as, but not limited to, funding reductions, poor work quality or inconsistent work, the County in its sole judgment has the right to render a contractor as inactive and to cease issuing work orders to any contractor whether or not the contract amount or term has been utilized to its maximum capacity.

CICC 7360-0/08
REQUEST TO PARTICIPATE FOR PRE-QUALIFIED CONTRACTORS

Date: _____

Company Name: _____

Federal Employee Identification Number (FEIN): _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email address: _____

Qualified Trade Category(s) (if more than one, list all):

Contractor's License Number(s): _____ Expiration Date: _____
_____ Expiration Date: _____
_____ Expiration Date: _____

Bonding Capacity: \$ _____

Note: A bond may not be required for work orders less than \$200,000.00

YES NO

My firm/ personnel will submit for background security investigations for any work to be performed within high security areas of Miami-Dade County (a checked NO will not exclude a firm from bidding in other than secured areas)

By signing below, I certify that I have received a copy of the correct documents and have thoroughly reviewed the information contained therein. I further certify, that all information provided herein is accurate, that I agree to the terms and conditions as specified in the contract documents and will actively participate in the RPQ bidding process and accept work if selected under this process.

Principal (please print) _____

Signature _____ Date: _____

- a. Does your firm have a collective bargaining agreement with its employees?
 Yes No
- b. Does your firm provide paid health care benefits for its employees?
 Yes No
- c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:
- | | | | | | |
|------------|-------|--------|-------|----------|-------|
| White: | _____ | Males: | _____ | Females: | _____ |
| Asian: | _____ | Males: | _____ | Females: | _____ |
| Black: | _____ | Males: | _____ | Females: | _____ |
| American | | | | | |
| Indian: | _____ | Males: | _____ | Females: | _____ |
| Hispanics: | _____ | Males: | _____ | Females: | _____ |
| Aleut | | | | | |
| (Eskimo): | _____ | Males: | _____ | Females: | _____ |
| _____: | _____ | Males: | _____ | Females: | _____ |

EMPLOYMENT DRUG FREE WORKPLACE

6. The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

EMPLOYMENT FAMILY LEAVE

7. That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

ARREARS WITH THE COUNTY

8. That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

CODE OF BUSINESS ETHICS

9. I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

NO CRIMINAL RECORD

10. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DEBARMENT AND SUSPENSION DISCLOSURE

11. The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County.

NON -DISCRIMINATION BASED ON DISABILITY

12. The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

PUBLIC ENTITY CRIMES

13. The Respondent has not been convicted of a public entity crime and may submit a bid in accordance with Section 287.133 of the Florida Statutes.

FAIR SUBCONTRACTING

14. Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements; and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

LIVING WAGE (IF APPLICABLE)

15. If applicable, the Respondent is in full compliance with Section 2-8.9 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the wage rates set forth in that Section.

FAIR WAGE (IF APPLICABLE)

16. If applicable, the Respondent is in full compliance with Section 2-11.16 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the project minimum wage rates set forth in that Section and the labor provisions of the contract documents.

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature: _____

Position/Title: _____

Name of Firm: _____

The foregoing was sworn and subscribed before me this _____ day of _____, _____ by _____, who is personally known to me or who has produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name _____ Contact Name _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDHA) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135 (fax MDHA (305) 644-5394 to obtain a copy).

Recruitment Procedures Required to Fill Vacant or New Consultant/Subconsultant Positions Resulting from MDHA Awards (Applicable to Single Trade and Multi-Trade Projects)

1. Fax (305) 644-5394, MDHA Quality Assurance and Compliance, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review *Section 3 Clause*).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDHA projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDHA as requested.
9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDHA bidder only, and will be distributed at each pre-construction meeting (fax MDHA (305) 644-5394 to obtain copies).

Consultant's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)

Consultant will follow Plan's affirmative marketing steps for each MDHA award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide MDHA with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following

DOCUMENT REQUIRED TO PRE-QUALIFY AS MDHA BIDDER.

the steps described on page two of this Plan and providing evidence to MDHA when requested.

1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to *MDHA Quality Assurance and Compliance* (Compliance) for S-3 business application assistance.
2. Fax (305)-644-5394, *Compliance*, for current MDHA S-3 business lists and solicit to firms on these lists.
3. Contact *Department of Business Development* (DBD), (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distribute 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 MDHA project awards.
5. Fax, send or deliver "***Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses***" form, to all prospective subconsultant firms solicited for each MDHA award.
6. Allow each subconsultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "***Letters of Intent***" forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with "***Certificate of Unavailability***" form .
7. Use the "***Outreach Documentation Form***" to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant's bid amount would make the project infeasible.
9. Submit the following evidence to MDHA when requested during pre-award phase, and during post-award phase prior to selection of any new subcontractors: (1) Refer to nos. 3-8 above and bid document under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one), (2) *Document 00430, "List of Subcontractors/Subconsultants"*, and, (3) from consultant/contractor and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Subconsultant Certification"*.
10. For each MDHA project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

Sign and Print Firm Official's Name and Title

Submission Date

Firm Name/Address

Firm Telephone and Fax Numbers:

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

CICC – shall refer to Miami-Dade County's Office of Capital Improvements Construction Coordination.

County – shall refer to Miami-Dade County, Florida

DBD – Shall refer to Miami Dade County's Department of Business Development

DPM – shall refer to Miami-Dade County's Department of Procurement Management

Enrolled Vendor – **EFFECTIVE June 1, 2003**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

Respondent – shall refer to anyone submitting documents in response to this solicitation.

Solicitation – shall mean this request for documentation, including any and all addenda.

Submittal – shall refer to any documents submitted in response to this solicitation.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Information Center at 111 N.W. 1st Street, Suite 112, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE June 1, 2003, vendors will be able to enroll and register online by visiting our web site at www.co.miami-dade.fl.us/dpm.

1.2 INSTRUCTIONS TO RESPONDENTS

Contractor Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors/contractors regularly engaged in the type of work, and hold the required license as specified in this Solicitation are encouraged to respond to this Solicitation. Vendors/contractors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), vendors/contractors must complete a "Miami-Dade County Business Entity Registration Application". Only Registered vendors/contractors can be awarded County contracts. Vendors/contractors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1st Avenue, 28th Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

Vendor Registration

To receive work under this contract, the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division prior to being assigned any work under this contract. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned prior to the issuance of work under this contract, an award may be reversed and bid bond, if applicable, may be forfeited. The contractor may obtain the Miami-Dade County Business

Entity Registration Application and all affidavits by downloading them from DPM's website at <http://www.co.miami-dade.com> or from the Vendor Information Center, located in the lobby of the Stephen P. Clarke Center at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Business Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
10. Inspector General pursuant to Section 2-1076 (c) (6) of the County Code, the cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.
11. Independent Private Sector Inspector General – pursuant to Section 2-1076 (c) (8) of the County Code.
12. Minority and Disadvantaged Business Enterprises – The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Responsible Wage & Benefits – Pursuant to Ordinance 90-143.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
19. Miami-Dade County Disclosure Affidavit – Section
20. County Contractors Employment & Procurement Practices – Section 2-8.1.5 Affirmative Action Plan/Procurement Policy Affidavit and Affirmative Action Plan Exemption Affidavit and Miami-Dade County Board of Directors Disclosure Form Section 2-8.1.5
21. Living Wage Ordinance – Section 2-8.9
22. Fair Subcontracting Practice- Section 2-8.8

23. Clearinghouse Affidavit and Job Request Form (Reso. R-937-98, as amended by R-1145-99) and Contribution and Waiver Request Affidavits (Reso. R-358-99, as amended by R-1238-99)
24. Criminal Record Affidavit – County Ordinance 94-34
25. Quarterly Reports (Reso. No. 113-94 & 1634-93)
26. Cone of Silence – Section 2-11.1(t) of the Code
27. Community Workforce Program for Capital Improvement Contract (Reso. R 1328-00)

Public Entity Crimes

To be eligible to participate in this contract, as well as any firm wishing to do business with the County, the vendor/contractor must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Request for Additional Information

Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Cone of Silence”. This solicitation is a non-competitive qualification process to populate an Open Enrollment Miscellaneous Construction Contracts pool, which shall remain open for continuous enrollment after the initial solicitation and is therefore not subject to the Cone of Silence Ordinance. Please note that all Requests for Price Quotations issued under this contract will be considered a competitive solicitation bid process and be individually subject to the Cone of Silence. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the CICC Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the CICC agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the respondent’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, Suite 202, Miami, FL 33128 or email clerkbcc@miamidade.gov.

It is the Respondent’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Respondent is required to submit with its submittal a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

Contents of Solicitation and Respondent’s Responsibilities

It is the responsibility of the Respondent to become thoroughly familiar with the requirements, terms and conditions of this solicitation. Pleas of ignorance by the Respondent of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the contractor.

This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

Conflicts Within The Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, any addendum issued, or the Request for Price Quotation Technical Specifications, the order of precedence shall be: the Request for Price Quotation Technical Specifications, any addendum issued, the Special Conditions, and then the General Terms and Conditions.

Prompt Payment

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 10-33.02 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to minority and disadvantaged business Enterprises and women business enterprises shall be fourteen (14) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

1.3 PREPARATION OF SUBMITTAL

Section 3 of this Solicitation contains submittal requirements, forms and documentation.

FAILURE TO SIGN THE NOTICE TO QUALIFIED CONTRACTORS, REQUEST TO PARTICIPATE FORM SHALL RENDER THE SUBMITTAL AS NON-RESPONSIVE.

The Respondent may be considered non-responsive if submittals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation. Rejection of a submittal does not prevent the Respondent from making corrections and resubmitting for approval. This is an open continuous enrollment Contract.

1.4 CANCELLATION OF SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

1.5 PARTICIPATION AS A RESULT OF THIS SOLICITATION

Qualification and participation as a result of this solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application, and that satisfy all necessary legal requirements to do business with Miami-Dade County. All submissions must present a copy of their Occupational License and all trade licenses, which qualify the participant to perform construction trade services in Miami Dade County

The Notice to Qualified Contractors, Request to Participate, any addenda and/or properly executed modifications, the purchase order, any RPQs awarded to a Contractor, and any change order(s) shall constitute the contract.

Participation on this contract may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.

The actual issuance of work under this solicitation is defined in Section 2, paragraph 2.6, entitled Method of Award, which may differ from the methods outlined in this section.

1.6 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the original contract period. In such event, the County will notify the Contractors in writing of such extensions.

This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Respondents.

1.7 WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the County, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Solicitation may supersede the manufacturer's standard warranty. To the maximum extent practicable, solicitations which include commercial items shall require offerors to offer the County at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice. If requested by the project Engineer, the Contractor shall provide an assignment of warranty on any such items where the commercial or manufacturer's warranty exceeds the warranty provided by the contract.

1.8 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with all successful Respondents that will satisfy its needs as described herein. However, the County reserves the right, as deemed in its best interest, to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.9 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the involved contractor, continue until completion at the same prices, terms and conditions.

1.10 BID PROTEST

These protest procedures identified below apply to all RPQ's issued under this contract

- A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

- To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested

- In the event a Bidder wishes to protest any part of the requirements contained in an RPQ, they must file a notice of protest in writing with the issuing department no later than 48 hours prior to the RPQ Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award an RPQ has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the Clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified in the RPQ. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.11 RULES, REGULATIONS AND LICENSES

The successful Respondents shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Solicitation. The Respondent shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

1.12 PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.13 SUBCONTRACTING

Unless otherwise specified in this Solicitation, any successful respondent shall ~~not~~ subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in a violation and sanctions may be imposed. Sanctions as delineated in governing documents include termination of the contract for default, debarment, and stop payments. When Subcontracting is allowed the Contractor shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.14 ASSIGNMENT

The successful Respondents shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.15 DELIVERY

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in all proposed prices.

1.16 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the County participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the County in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.17 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a response to an RPQ, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such RPQs. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.18 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.19 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Where such action results in the termination of any Work being performed by Contractor(s) under an RPQ said contractors shall be compensated in accordance with Paragraph 2.70 of the Contract.

1.20 TERMINATION FOR DEFAULT

The County reserves the right to terminate this Contract or an RPQ, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor

1.21 FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.22 ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.23 AFFIRMATIVE ACTION REQUIREMENTS

Responders must furnish with the solicitation certain DBE requirements specified in the solicitation form and certain Affirmative Action Requirements specified in the Affirmative Action Requirements section. Failure of the respondent to properly complete and submit these forms with the solicitation may render the solicitation as non-responsive and subject to rejection. The Contractor may be required to submit additional forms and/or documents as specified in the Affirmative Action Requirements Section. Miami-Dade County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.24 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts, pursuant to Section 2-1076(c)(8) of the County Code.

1.25 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the respondent's site or hold a pre-award qualification hearing to determine if the respondent is capable of performing the requirements of this solicitation.

1.26 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.27 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

1.28 DISCRIMINATION PROHIBITED

The Contractor, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy.

1.29 TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

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

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

1.30 SMALL BUSINESS CONCERN

A Small Business Concern, with respect to firms seeking to participate as DBEs in contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act. Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b). A goal for the participation of Disadvantaged Business Enterprises may be established on individual work orders. Any firm proposed for use as a Disadvantaged Business Enterprise, must have a valid certification from the Miami-Dade County

Department of Business Development (DBD), at the time the bid, proposal or work order is submitted and a copy of the certification document must be submitted with the bid, proposal or work order.

1.31 CONFLICT OF INTEREST

No employee, officer, or agent of MDC shall participate in selection, or in award or administration of a contract if a conflict of interest, real or apparent, would be involved. MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

1.32 FLY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.33 CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

1.34 CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

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2.0 Special Conditions

2.0 DEFINITIONS:

ADDENDA: An addition or supplement to a document, for example, items or information added to or deleted from a bid document's request for proposal. Written interpretations and revisions to the Bid Documents issued by Miami-Dade County (MDC) prior to opening of the Bids.

AWARD: The presentation, after careful consideration, of a purchase agreement or contract to the selected bidder or offeror. The issuance of a Contract by Miami Dade County.

BID DOCUMENTS: File containing all information relating to the bid, including requirements, purchase request, invitation for bid (IFB), all bids in response to the IFB, bid evaluation, and award information. Documents applicable to and specific to the bidding of this Contract, consisting of Contract Specifications, Contract Drawings, Construction Safety Manual, Forms for the Submittal of Bids, other related documents specified in the Contract, and errata and addenda thereto.

BID SECURITY: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded (insured) bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into a contract with MDC for the performance of the work and furnish acceptable bonds and insurance if the contract is awarded to the bidder.

BIDDER: An individual, firm, partnership, corporation or combination thereof, submitting a response to an invitation for bid (IFB) Bid for the Work.

CHANGE NOTICE: A document issued by the Engineer to the Contractor specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written alteration to a contract or, signed by the purchasing authority, in accordance with the terms of the contract, unilaterally directing the contractor to make changes. A document issued to the Contractor by MDC modifying the Contract.

CONSTRUCTION STAGING AREA: Property which may be available for use by the Contractor during the construction period for the purpose of storing product and construction equipment and for the purpose of staging the work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONTRACT: An agreement between the awarded Contractor and the County to perform a service or to construct a project as outlined in the Request For Price Quotation (RPQ) shall mean the execution of an agreement based on this solicitation to a contractor and shall include any addenda issued, the Requests For Price Quotation (RPQ) issued and awarded, and any contract modifications or change orders.

CONTRACTOR(s): any individual or business having a contract with the County to provide a service or complete a construction project for a predetermined price, shall mean the GC(s) or STC(s) awarded a contract under this solicitation.

FINAL ACCEPTANCE: shall mean when the County has determined that the Contractor has completed all the Work and furnished all documents required by the Contract and RPQ. Final acceptance shall also denote the beginning of any warranty periods associated with the Project.

GENERAL CONTRACTOR (GC): shall mean one who is licensed by Miami-Dade County or the State of Florida to execute contracts involving two (2) or more trades.

INVOICE: shall mean a list of goods or services completed, showing prices, terms quantities, and other particulars sent to the County in request for payment

INSURANCE SPECIFICATIONS: Insurance requirements of the contract to be provided by the Contractor and included in the Contract Conditions.

MULTIPLE TRADE PROJECTS: Shall mean where two or more trades are required to perform the work and more than one trade is considered as primary to complete the scope of the work.

NOTICE OF AWARD: shall mean a written notification from the County to the successful bidder, or offeror stating that there is an award of a contract in accordance with a bid or proposal previously submitted, and that effective with receipt the vendor or contractor shall proceed with performance; allows work to start while contract is printed and readied for distribution.

NOICE TO CURE: shall mean a formal written notification to the Contractor in the event that the contractor failed to perform in accordance with the terms of the contract for the project/work.

NOTICE TO PROCEED: Hereinafter referred to, as "NTP" shall mean the document issued by the Project Manager authorizing the Contractor to commence the Project.

NOTICE OF TERMINATION: Written notice from MDC to the Contractor to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

OWNER'S REPRESENTATIVE: Shall mean the Construction Manager, Project Manager, Project Engineer, Consultant, or other County personnel that are designated as the responsible party with respect to a work order, work issuance or project.

PROJECT OR WORK: hereinafter shall mean the work to be performed under a contract and awarded under an RPQ.

PROJECT OR WORK SITE: shall mean the location where Work is to be performed under an RPQ.

PROJECT MANAGER: shall mean the County representative identified by the County Department requesting an RPQ.

REQUEST FOR PRICE QUOTATIONS: hereinafter referred to as "RPQ" shall refer to a document issued by the County containing the project scope of work to be performed and requesting submittal of prices and other necessary information.

SINGLE TRADE CONTRACTOR (STC): shall mean one who is licensed by Miami-Dade County or the State of Florida in a specific trade(s) that are covered in this solicitation and hold a current license such as electrical, roofing and the like if applicable.

SINGLE TRADE PROJECT: Shall mean where the work is totally or primarily to be performed by one trade.

SUBCONTRACTOR: shall mean a business entity holding a subcontract with a prime contractor engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project.

SUBSTANTIALLY COMPLETE: shall mean the Contractor has completed the project required by the RPQ contract so that the project can perform as intended at the discretion of the Project Manager and the Work is ready for inspection by the Project Manager.

SUPPLIER: shall mean The person or business unit actually performing services, or providing supplies required by the contract any business that furnishes materials or supplies to a Contractor on a Project awarded under the Contract.

2.1 PURPOSE: TO SOLICIT CONTRACTORS:

The purpose of this Solicitation is to establish CICC 7063-0/08 to pre-qualify contractors for miscellaneous construction services to various County departments that are federally funded and those that are locally funded which has exhausted the 7040 contract with approval from Department of Business Development and CICC. All Contractors that meet the criteria established in the Bid Solicitation shall be able to competitively bid on single and multiple trade projects that may be accessed by County departments utilizing federal and other local funds in order to obtain price quotation(s) for the provision of construction trade projects not to exceed \$1 million.

2.2 INTENTIONALLY OMMITTED

2.3 TERM OF CONTRACT: SIXTY (60) MONTHS

The contract resulting from this Solicitation shall be for a period of five (5) years. The 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 Notice of Award Letter which will be distributed by the County's Office of Capital Improvements Construction Coordination (CICC); and is contingent upon the completion and submittal of all required documents. The contract shall remain in effect for a period of sixty (60) months.

2.4 METHOD FOR INCLUSION IN THE CONTRACT

All responsive, responsible bidders meeting or exceeding the minimum qualification and the criteria established in Section 3 for MDHA shall be placed on a list of pre-qualified Contractors who will be included in the Contract and who will be contacted on an as needed when needed basis to provide quotation for Work required by the County. The County shall be the sole determiner of who meets the solicitation requirements.

Section 3 businesses, pre-certified by Miami-Dade Housing Agency (MDHA) at least two weeks prior to bid opening date, may receive a contract award preference, based on size of bid amount and submission of Document 00200-B with each project bid (see Section 5.3, page 2). (Applicable only to MDHA bids).

All Contractors that qualify by trade for a project over \$2,500 shall be notified and the RPQ shall be advertised. RPQ's at \$2,500 or less shall not be competitively bid. The award to one vendor for these project (s) does not preclude the ability of the remaining pre-qualified bidder (s) from submitting quotes for other specific projects.

The County shall have the sole discretion as to the contents of each RPQ, which may include: time for Project completion, permit requirements, minimum pay requirements, method of payment, etc. The County at its sole discretion may award the work under the quotation or reject all quotations and have the Work performed outside this Contract.

SECTION 3 AND SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

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 AN INTERIM RULE PUBLISHED ON JUNE 30, 1994 (59FR33866).

Each bidder must familiarize himself/herself with the regulations and requirements of Section 3.

ALL BIDDERS ARE REQUIRED TO SUBMIT A SECTION 3 ECONOMIC OPPORTUNITY PLAN (THE PLAN), OR A LETTER FROM MDA APPROVING BIDDERS PLAN, FOR MDHA'S APPROVAL WITHIN 21 DAYS AFTER BID OPENING DATE, IN ORDER TO BE CONSIDERED RESPONSIVE.

All section 3 covered projects shall include the following clause (referred to as the section 3 clause) and a certification application.

- 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 evidence 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 persons (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 federal regulations.
- E. The Contractor will certify that any vacant employment position, 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 25 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).

NOTE: For additional information regarding section 3 requirements and project preferences, contact MDHA, Pat Sharifi, at (305) 644-5326.

THE ABOVE REQUIREMENTS AND ANY OTHER REQUIREMENTS AS STIPULATED UNDER ATTACHMENTS A THRU SHALL BE A PART OF EACH REQUEST FOR QUOTATION ISSUED BY MIAMI-DADE HOUSING AGENCY.

2.5 PRICING

- A. Method of response by CONTRACTOR(s) shall be stated on the Request for Price Quotation (RPQ) and shall include, (time, materials, time only, cost plus, lump sum, fixed price plus), and shall include at a minimum, all labor, supervision, material and equipment, and any other items and/or incidentals identified by the County in the request for quotations, necessary to perform the Work. The County shall notify the CONTRACTORS at the time of requesting quotations as to the requirements for the Work, including but not limited to, funding source of the project, whether the project is federally funded or locally funded, time for Work completion, pre-bid conference and/or site visit, bid bond, performance and payment bond (if applicable), liquidated damages (if applicable), additional insurance (if applicable) if the Work is to be performed at night, on weekends, etc. The County may also elect to utilize the job order contracting methodology included in Paragraph 2.8 in awarding of individual Projects.
- B. The County, at its sole discretion, may reject quotations where the County determines that the CONTRACTOR(s) has submitted a price that is unbalanced or insufficient to perform the Work or is in excess of the County's estimate to perform the Work or where the County has determined that the Contractor does not have the resources available to complete the Work in the stipulated timeframe. Where such circumstances exist, the County may elect to award to the next low bidder, obtain additional quotations, issue a separate solicitation, or utilize in-house forces to complete the Work.
- C. To obtain a copy of the RPQ tabulation and/or award, Bidders shall enclose an appropriately sized self-addressed, stamped envelope. Bid tabulations or awards will not be given by telephone or facsimile.

2.6 AWARD OF CONTRACT; REJECTION OF BIDS, (MDHA ONLY)

- A. Preference in the award of this Section 3 covered RPQ will be provided as follows:
 - 1. Bids are being solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award will be made to the most responsive, responsible Section 3 business concern with the highest priority ranking as stipulated under paragraph B below, entitled Priority Ranking, and with the lowest responsive bid if that bid:
 - a. Is within the maximum total contract price established in MDHA'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:

	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	1 1/2 of the lowest responsive bid. with no dollar limit.

If no responsive bid by a Section 3 business concern meets the requirements of Paragraph A.1 of this section, the contract shall be awarded to the most responsive, responsible bidder with the lowest responsive bid.

2.7 JOB ORDER CONTRACTING

As an alternative to a standard unit price or lump sum proposal, the County may determine that certain project assignment(s) are conducive to utilizing an established standard publication for estimating values as the basis of the bid. These publications will be adjusted for the general costs within the County. Upon reaching this determination the County will notify the contractors and the interested pre-qualified and selected contractors shall submit a competitively bid price escalator as the bidding methodology, which will be the project award criteria. In such cases the user Department will provide adequate information to formulate the scope of work, which may include but is not limited to shop drawings and/or sketches for the construction of the project, along with a schedule of values including the prices for the units to be performed. The Contractors responding to a Job Order Contracting (JOC) process solicitation will respond to the proposal by executing the provided County's established pricing proposal form(s) and, in the appropriate location on the form, enter the Contractors' escalation or de-escalation with a percentage factor. The project award evaluation will be based upon the lowest percentage submitted by the responsive and responsible bidder for the project, for example, a factor of 1.10 indicates that the Contractor will perform the work at the established estimating values appearing in the standard established estimating publication plus 10 percent. Another example is a bid factor of 0.90, which shall mean 10 percent lower price than the established estimating values appearing in the standard established estimating publication. If these two sample factors were actual competitive bid submittals, the firm submitting the 0.90 factor would be the low bidder.

2.8 COUNTY DAMAGES IN CASE OF DELAY

- A. The CONTRACTOR is obligated and guarantees to meet the stipulated completion date(s) set forth in the RPQ. In the event of a delay in completion beyond the date set forth in the RPQ, the Contractor must submit a written request for an extension that states the justification and number of days requested. This written request must be submitted as close to the delaying event as possible and prior to the completion date stipulated in the RPQ. The County shall consider all such requests made in a timely fashion, however if the County determines that the cause of the delay was avoidable or if insufficient justification is provided, the Contractor will be liable for liquidated damages as set forth in the RPQ. In as much as the amount of such damages and the loss to the County will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:

1. The CONTRACTOR shall pay to the County for each and every day of unexcused delay, the sum specified in the applicable RPQ, which is hereby agreed upon not as a penalty but as liquidated damages. The CONTRACTOR will be notified of any exceptions (**Attachment 1**). The total amount of liquidated damages shall not exceed the value of the applicable RPQ.
2. The County shall notify the CONTRACTOR that it is incurring liquidated damages in a predetermined daily amount (**Attachment 1**).
3. The County shall have the right to deduct these liquidated damages assessment from any payment due or which may thereafter become due to the CONTRACTOR under any Contract the CONTRACTOR has with the County. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the County, the CONTRACTOR shall pay the difference upon demand by the County.
4. Should the CONTRACTOR fail to compensate the County for any liquidated damages, the County shall consider this as a form of indebtedness may deny any future Work under the Contract or any other County contract until such indebtedness is paid in full to the County.

2.9 INSURANCE REQUIREMENTS

Upon notification, the Contractor shall furnish the Office of Capital Improvements Construction Coordination (CICC), 111 N.W. 1st Street, Suite 1715, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute Chapter 440.
- B. Public Liability on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named 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 \$300,000 combined single limit for bodily injury and property damage.

Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) without increasing automobile coverage to \$1 million. Acquisition and proof of this coverage will be stipulated as a condition of award in applicable RPQ's. Only vehicles owned by a company will be authorized. Vehicles owned by individuals will not be authorized.

- D. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

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

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

or

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guarantee Fund.

F. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

For this solicitation: Contract Number: CICC 7360-0/08

Title: Miscellaneous Construction Contract

G. Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of the Contract.

H. A Contractor's qualification for inclusion in the Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall remain inactive until correction of the deficiency and return to active status.

I. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project period. If insurance certificates are scheduled to expire during the Project period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of fifteen (15) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Project period, the County shall place the contractor in an inactive status until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation. Any Contractor placed in an inactive status shall remain inactive until correction of the deficiency and return to active status. If the contractor has an open work order or project when the insurance expires, the contractor will be issued a stop work order and be required to correct the deficiency immediately.

No additional time will be allowed as a result of the stop work order and liquidated damages will be assessed. If a Payment and Performance Bond is available on the work, the Bondholder will be notified and given the opportunity to complete the work assignment.

- J. The County may, at its sole discretion require additional or supplemental insurance. Such requirements will be stated in any RPQ issued requiring insurance in addition to the requirements stated above.

2.10 BID BOND BASED ON PERCENTAGE OF BID PRICE

A. The Contractor shall be required to furnish a Bid Bond in all instances where a Performance Bond is required as part of an RPQ. The county, in its sole discretion may require a bid bond on RPQs that do not require Performance Bonds. Failure to submit the bid bond will result in the rejection of the RPQ response as non-responsive.

B. When a bid bon is specified in the RPQ, it shall be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of 5% of the base bid price, payable to the Board of County Commissioners of Miami-Dade County, Florida and conditioned upon the successful bidder submitting the specified performance bond (if required) within fourteen (14) calendar days following notice of award, in the form and manner required by the County. Any RPQ not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the RPQ will be forfeited as liquidated damages and affect the CONTRACTOR'S eligibility on future contracts. All CONTRACTORS shall be entitled to the return of their Bid Bond within ten (10) calendar days after award of the RPQ. The following specifications shall apply if a Bid Bond is required:

- 1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Bond Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 10,000,000	A VIII
Over 10,000,000	A IX

- 2. On RPQ amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- b. Certifying that the surety is otherwise in compliance with the Florida

Insurance Code; and

- c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. For RPQ's in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- F. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.
- G. The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

2.11 PERFORMANCE AND PAYMENT BOND

- A. All Projects, where the prices received are in excess of \$100,000 will require the submission of a Payment and Performance Bond as required by State of Florida Statute. A CONTRACTOR may also be required to furnish a Payment and Performance Bond as part of the requirements for the award of the RPQ, where the bid prices are anticipated to be less than \$100,000. The RPQ shall clearly state such requirements.
- B. The Contractor to whom a contingent award is made shall duly execute and deliver to the County a Payment and Performance Bond in an amount that represents 100% of the Bid price offered by the Bidder within fourteen (14) calendar days of a Notice of Award. The Payment and Performance Bond Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the Payment and Performance Bond within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the CONTRACTOR'S eligibility for award of future contracts. The following specifications shall apply to the bond required above:
 1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's

Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
200,001 to 500,000	B V
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the RPQ is issued;
 - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. For RPQ's contracts in excess of \$500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million and on the Treasury List.
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- F. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of the RPQ and as long as the funds are being held by the County.
- G. The attorney-in-fact or other officer who signs a performance bond for a surety company must file a certified copy of a power of attorney authorizing the officer to do so with the bond. The performance bond must be counter signed by the surety's registered Florida agent.

2.12 LICENSE QUALIFICATIONS OF CONTRACTORS

- A. All Contractors must hold a current valid Certificate of Competency for General Building/Engineering or Specialty Trades Contracting, as required by the Florida Building Code, for the types of work covered by the Contract at the time of RPQ submission and maintain same throughout the duration of the project. The certificate(s) is to be issued by:
1. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department or.
 - b. The Dade County Construction Trades Qualifying Board, pursuant to the Provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or Section 489.117 of the Florida Statutes.
- B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the contract period. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the contract and the rejection of any current or future RPQ bid submissions.

2.13 INVOICES AND PAYMENTS

- A. The County will pay, and the CONTRACTOR shall accept as full compensation for completing the project under an RPQ, the sums specified in the CONTRACTOR'S submittal to the RPQ, as accepted by the County.
- B. All invoices must, at a minimum, contain the name, address, telephone and facsimile numbers of the CONTRACTOR, the Project number, an invoice number, date of invoice and a detailed description of the Work performed. Failure to include these details may result in delays in processing the CONTRACTOR'S invoice.
- C. Before the Contractor can receive any payment or draw hereunder, except the first partial payment, for moneys due him as a result of a percentage of the work completed, he must provide the Engineer with an affidavit of payment and a release each calendar month duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up to the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full for the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies for the previous month.
- D. If the duration of the Project under an RPQ is less than thirty (30) days, the County shall pay the full amount established by the RPQ, upon acceptance of the Project and submission of an acceptable invoice. A sample invoice is included as (Attachment 2).

- E. In the event the duration of the Project is greater than thirty (30) days, the County will specify a progress payment schedule in the RPQ. All Projects in excess of \$100,000 require the submittal of a Schedule of Values in accordance with paragraph 2.106, entitled SCHEDULE OF VALUES. The Project Manager may require that the updated Project schedule be submitted on computer disk or electronically. Such submission must be submitted in Microsoft Project or software compatible with Microsoft Project. The CONTRACTOR must be able to provide the Schedule of Values in the requested format outlined in this solicitation.
- F. The CONTRACTOR is required to submit a progress invoice (Attachment 2) reflecting the total contract price, the payments made to date and the total payment to be made. The Contractor jointly with the County representative shall prepare the draft estimate and sign each page establishing the quantities to be paid. The Contractor will produce a computer print out, in a form provided by the County, to be signed by the Contractor and submit to the County representative before the 1st day of the following month. The Contractor will provide the County representative at the time of preparing the draft monthly estimate a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. The Contractor and the Inspector shall, as a part of the preparation of the estimate, agree and sign the Contractor's list of required releases. The Project Manager may also require that a Project Payment Certificate be submitted for Projects in excess of \$100,000 (sample form Attachment 3).
- G. When Extra Work is performed by the CONTRACTOR, their invoice must include the price and time and/or material utilized. The CONTRACTOR must also submit payroll records, invoices for materials purchased for the Project and any other documents, receipts or bills which provide proof of the costs incurred by the CONTRACTOR.
- H. Where the CONTRACTOR is furnishing Contractor Type Assistance Personnel (Para. 2.112) under an RPQ the CONTRACTOR shall submit invoices on a bi-weekly basis together with employee time records for the period covered by the invoice.
- I. An RPQ may stipulate that a CONTRACTOR may be paid for materials purchased and stored at the Project Site or another location. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing. Payment shall be conditioned upon submission by the CONTRACTOR of paid invoices and an executed Material Purchased/Stored Off-Premises form (Attachment 4) to establish the County's title to such materials or equipment, or otherwise protect the County's interest, including applicable insurance in the name of Miami-Dade County and transportation to the site.
- J. Payment(s) for work completed and accepted by the County are to be made within fourteen (14) calendar days from receipt of a proper invoice.

2.14 INSPECTOR GENERAL

Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders. The IG shall, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "mandatory random audits"). The cost of mandatory random audits is incorporated into the unit prices and will be deducted from each progress payment at a rate of one quarter of one percent. Upon ten (10) days written notice to Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County or any audit performed under Section 37 of General Covenants and Conditions, "Independent Private Sector Inspector General".

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of the section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

2.15 WARRANTY OF CONSTRUCTION

For a period of one year, except as provided below, from the date of Final Acceptance, the CONTRACTOR warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:
 - a. Where the manufacturer of material provides a warranty in excess of one (1) year, the CONTRACTOR shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.

- b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The CONTRACTOR'S obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
- c. In the event the CONTRACTOR fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the CONTRACTOR under any contract between the County and the CONTRACTOR.
- d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
- e. As specified in the construction documents.

All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

2.16 COMPLIANCE WITH APPLICABLE LAWS

- A. The CONTRACTOR shall comply with all applicable laws, regulations, building and construction codes of the Federal government, the State of Florida, the County, and any municipal corporation within the boundaries where Work is to be performed and shall obtain all occupational licenses and permits as shall be required by law.
- B. The attention of the CONTRACTOR is directed to the requirements of the Florida Building Code and the Code of Miami-Dade County, Florida, governing the qualifications for CONTRACTORS and SUBCONTRACTORS doing business anywhere in the County, and further is directed to the license requirements of the various municipalities located in Miami-Dade County prerequisite, to the issuance of permits to CONTRACTORS and SUBCONTRACTORS within the corporate limits of each municipality.

- C. See Section 5 of this bid for Section 3 of the HUD Act of 1968, and Small, Minority and Women-Owned Business Requirements.

2.17 RESPONSIBLE WAGES & BENEFITS (ORD. 90 - 143)

CONTRACTORS are responsible for compliance with County Ordinance No. 90-143 for projects that are not federally funded and are in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration, and/or repair, including painting or decorating, of public buildings or public works performed under the Contract. **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE DEPARTMENT OF BUSINESS DEVELOPMENT AT (305) 349-5960, TO OBTAIN THE PREVAILING WAGE SCHEDULE FOR THE APPLICABLE QUARTER.** Copies of the Wage and Benefit Schedule can be obtained at www.miamidade.gov/dbd under reports

2.18 DAVIS BACON MINIMUM WAGE DECISION (FEDERAL FUNDS)

1. Davis-Bacon wage determination (s) 29CFR 1.5 and 1.6 (b) is/are applied
2. Walsh-Healy Public Contracts Act Representation

2.19 PERMITS/INSPECTIONS, FEES and TAXES

- A. CONTRACTORS shall obtain all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees and give all notices necessary and incidental to the lawful performance of the Work. The County will not pay nor reimburse the CONTRACTOR for any permits, fees, Etc. or any penalties as a result of the CONTRACTOR'S failure to obtain all permits, inspections and approvals in a timely manner.
- B. CONTRACTORS shall observe and comply with all Federal, State, County and other laws, codes, ordinances and regulations in any way affecting the performance of the Work under the Contract.
- C. The County may, as part of an RPQ's requirements, stipulate a timeframe for the Contractor to obtain and submit to the Project Manager all required permits/fees. Failure to submit the permits in the stipulated timeframe or within a timeframe extension granted by the Project Manager may result in the cancellation of the award by the County.
- D. The CONTRACTOR shall be responsible for franchise fees and taxes levied against the CONTRACTOR. The County is exempt from sales taxes on all personal property in purchases or uses. The CONTRACTOR shall not include any charges representing such taxes on any invoices hereunder. The CONTRACTOR must pay all applicable sales taxes required for the purchase of materials and/or services provided under the Contract. Such taxes cannot be shown separately in an invoice submitted for payment by the County. The CONTRACTOR should include the cost of taxes in their bid price submitted to the County.

2.20 ISSUANCE OF WORK UNDER THE CONTRACT

Where the Work to be performed comprises multiple trades, the County will utilize GC(s) under the Contract. When authorized by the law, and where the Work to be performed is a single trade or primarily single trade with ancillary trade Work required to complete the Project, STC's will be utilized under the Contract. When authorized by the law, the County, in its sole discretion may elect to serve as the GC and/or utilize STC's on a Project. All CONTRACTORS shall be required to provide full scope management and administrative services on all awarded Projects. Where no Certificate of Competency or license is required for Work to be performed, the County may award the Work to either a GC or STC.

2.21 AWARDING WORK ASSIGNMENTS

The Project Manager for the County Department requesting Work shall prepare an RPQ, utilizing the form identified as (**Attachment 5 and 5A**). The RPQ shall include the scope of work; funding source; any required drawings; the method of award; the type of payment (cost; fixed price; time and materials; etc.); time frame for performing the Work; the date for return of responses to the County of the RPQ; and any additional requirements. The RPQ may also require design preparation that does not require a licensed Architect or Engineer.

2.22 PROCEDURES FOR OBTAINING RPOS

- A. When the County elects to have Work performed, the County shall notify pre-qualified CONTRACTOR(s), in the manner stated in G below. The RPQ shall specify all relevant information, which shall include, but not be limited to, the following:
1. Location where Work is to be performed;
 2. Technical specifications including any design criteria;
 3. Design drawings (if applicable);
 4. Start date for the Work and the completion date or number of days to perform the Work;
 5. Logistical constraints that CONTRACTOR must conform to in performing the Work;
 6. Date of site visit/pre-bid conference prior to bid submission (The RPQ will also note if attendance is mandatory);
 7. Method of Award;
 8. Type of Contract (fixed price; cost; time & material; etc.);
 9. Liquidated Damages (if applicable);
 10. Bid Bond requirements;
 11. Performance and Payment Bond requirements;
 12. Payment schedule if other than lump sum;
 13. Name of the Project Manager;
 14. Date, time, and place for submission of RPQ prices.
 15. Funding source (federal or local funding).
- B. The RPQ will state the time and place for inspections of the Project Site, if mandated or recommended. Except in cases of emergencies or time constraints, the County will use reasonable efforts for scheduling site inspection(s) no sooner than forty-eight (48) hours of distribution of the applicable RPQ.

- C. Bid prices shall be submitted, as stated below, on the RPQ form and shall be submitted to the attention of the designated Project Manager. Any bids received which do not utilize the RPQ form shall be rejected as non-responsive. All bids must be received by the due date and time. The County will not consider bids received after the due date and time. Furthermore, RPQ's may not be conditioned on an unapproved revision to any term of the Contract or any requirement not set forth in the applicable RPQ.
- D. Failure on the part of a CONTRACTOR to submit such bid price shall render the CONTRACTOR non-responsive.
- E. The CONTRACTOR shall perform the Work pursuant to the bid prices furnished in response to the RPQ, provided that the County has accepted the CONTRACTOR'S bid price. CONTRACTOR acknowledges and agrees that the County will accept the CONTRACTOR'S bid price provided that such bid price is the lowest responsive, responsible bid price submitted in response to the RPQ and the Project Manager has determined that the CONTRACTOR meets the responsibility requirements to perform the Work. The County reserves the right to determine that a CONTRACTOR is not qualified to perform the Work on any given RPQ if the CONTRACTOR does not possess adequate resources to perform the Work or the CONTRACTOR is performing Work on more than one project and the County determines that the CONTRACTOR'S resources will not permit the completion of Work on any project within the time(s) specified by the County. The County also may determine that the lowest bidder is not responsible based on past performance, as stated in the Miami-Dade Code, Section 2-8.1(g), or for any other reason permitted by law.
- F. Bid prices submitted under an RPQ shall be irrevocable for a period of ninety (90) days from the RPQ submission date. Failure to hold prices shall be cause to render the bid non-responsive and the RPQ awarded to the CONTRACTOR with the next lowest bid.
- G. Notification of Contractors for competitive bidding on the RPQ shall be as follows:
1. **For Projects valued up to \$2,500:**

RPQ's within this threshold do not require competitive quotations. The user agency will contact CICC for the names of vendors to be contacted.

Quotation(s) may be requested by fax or e-mail.
 2. **For projects valued at \$2,500.01 to \$1,000,000.00**

Project(s) will be competitively bid amongst all qualified contractors, for the appropriate trade classifications. Quotes shall be submitted by the Contractor in a sealed envelope(s) marked with the RPQ # and title, by the specified time, place and opening date, as stated in the RPQ. All projects estimated at \$2,500.01 and above must be advertised. (See Attachment 6 for example)
 3. **Emergencies**

Where a County department determines that the Work to be performed is an emergency as defined in Administrative Order 3-2 Section 4(D) as an unforeseen or unanticipated urgent and immediate need for equipment, supplies or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using normal purchasing procedures, the County department may contact CICC and award the emergency work to the next firm regardless of value. Emergency quote(s) may be received by telephone, facsimile or e-mail, followed by written confirmation.

NOTE: The County reserves the right to reject any and all prices submitted or to cancel an RPQ at any time.

2.23 PRE-RPQ CONFERENCE/SITE VISIT

The County, in its sole discretion, may include a site visit and/or Pre-RPQ conference as part of an RPQ. The County may also require mandatory attendance at such site visit/pre- RPQ conference. Failure of a bidder to attend and sign the attendance sheet at a mandatory site visit/Pre-RPQ conference will result in the CONTRACTOR'S RPQ response being rejected.

2.24 REQUEST FOR CLARIFICATION/INFORMATION OF AN RPQ

All requests for clarification of an RPQ must be submitted in writing no less than five (5) working days before the RPQ opening or RPQ submittal date and time, to the Project Manager, with a copy to the Clerk of the Board, utilizing (**Attachment 8**). The County shall issue all changes and/or clarifications to the RPQ in writing via an addendum (**Attachment 9**). Verbal statements made by the County or the Owner's Representative that are not contained in an RPQ or addendum to the RPQ are not binding on the County and should not form any basis for a bidder's response to an RPQ.

2.25 RESPONSIBILITY OF THE CONTRACTOR

Where a CONTRACTOR is awarded Work, the CONTRACTOR shall be responsible for all project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract and the RPQ. Project Management shall include, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with all County requirements; performing the Work in accordance with the Contract and to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion. **Attachment 7** must be utilized to identify all subcontractors and suppliers on all projects where the use of a subcontractor is anticipated.

2.26 SUBCONTRACTING OF WORK: POST AWARD

- A. The CONTRACTOR may propose another subcontractor from those participating in this Contract, or if it chooses, perform the Work itself if so licensed. The CONTRACTOR must receive written approval for the substitution from the Project Manager and CICC prior to commencement of any Work. If the CONTRACTOR is unsuccessful in obtaining another firm on the contract as a replacement, addition or

substitute, the CONTRACTOR shall request written approval from the Project Manager utilizing **Attachment 10** and shall also submit to CICC all forms required. The CONTRACTOR must receive approval from both CICC and the Project Manager for any subcontracting changes. No substitutions or additions of firms shall be made without written approval from both parties (CICC/ Project Manager). The County reserves the right to reject any proposed subcontractor for reasonable cause. Subcontracting of Work without the approval of the Project Manager and CICC may result in the CONTRACTOR being found in default of the Contract. The County shall notify the CONTRACTOR in writing utilizing **Attachment 11** of its acceptance or rejection of the request. The acceptance of such substitution(s) or addition(s) does not relieve the CONTRACTOR from responsibility for the subcontractor's ability to perform the Work; The Contractor must receive written approval for the addition from the Project Manager and CICC.

- B. A CONTRACTOR may only subcontract to those firms registered to do business with Miami-Dade County and such firms must hold valid a Certificate of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed
- C. The CONTRACTOR shall fully inform any subcontractors of the RPQ requirements and, that as an active participant of the Contract, all provisions and requirements of the Contract, relating either directly or indirectly to the Work to be performed and the materials to be furnished apply. All subcontract agreements shall expressly state that labor performed and/or equipment/materials furnished shall comply with all requirements of the Contract and any RPQ issued under the Contract. The agreement between the CONTRACTOR and each subcontractor shall contain terms and conditions that are in accordance with applicable laws regarding payments by CONTRACTOR.
- D. Acceptance of any subcontractor by the County shall not operate as a waiver of any rights against the CONTRACTOR or third parties nor shall it relieve the CONTRACTOR of any of its obligations to perform the Work under the Contract.
- E. On a Single Trade Project, none of the primary trade related work shall be subcontracted. Ancillary Work, which is required to complete the Project, may be subcontracted subject to the requirements stated above for GC's. Examples of Ancillary Work are: roofing that requires minor electrical or mechanical work and HVAC Work that requires minor electrical Work. STC's must comply with all the requirements specified above for GC's.

NOTE:

Multi-tier subcontracting shall not be permitted under the Contract. A subcontractor to the CONTRACTOR shall not further subcontract its portion of the Work to another subcontractor.

2.27 NOTICE OF AWARD

No expense shall be incurred by the CONTRACTOR on an RPQ until such time as the Project Manager issues a Notice of Award (see examples. **Attachment 12**). If a performance/payment bond is required, the CONTRACTOR will be notified in the Notice of Award letter (see example **Attachment 12A**).

2.28 NOTICE TO OCCUPY SITE

Where the award is conditioned upon the submission of a Performance/Payment Bond the CONTRACTOR may not occupy the site and begin Work until the bonding requirements have been met. Upon review and approval of the bond submittal, the County will issue an authorization, **Attachment 13**, for the CONTRACTOR to occupy the site.

2.29 NOTICE TO PROCEED

No Work shall be performed on a Project until such time as the Project Manager for the requesting department has issued a Notice to Proceed (NTP), **Attachment 14**. The NTP shall identify the Work to be performed, the RPQ identification number, the date Work is to begin and the date the Work is to be completed. Any expenses, other than those authorized by the Notice of Award, incurred by a CONTRACTOR prior to the issuance of a NTP is solely at the risk of the CONTRACTOR and will not be reimbursed by the County.

2.30 REVIEW OF RECORDS

- A. All CONTRACTORS shall, during the term of the Contract and for a period of five (5) years after expiration date of the Contract, allow the County or the County's duly authorized representatives to inspect all payroll records, invoices for materials, books of accounts and other relevant records pertaining to the Contract. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.
- B. The CONTRACTOR agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.
- C. CONTRACTORS shall develop the proper forms and reports acceptable to the County for the administration and management of the Contract and all Work assignments.

2.31 SUBSTANTIAL COMPLETION, PUNCH LIST & FINAL ACCEPTANCE

- A. The Work shall be deemed substantially complete when, in the opinion of the Project Manager, the Work is complete and there are no material and/or substantial variations from the Contract and/or RPQ, and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager shall sign the Substantial Completion Inspection Form (**Attachment 15**). The signing of this form shall not relieve the CONTRACTOR from its obligation to complete the Project.
- B. When the CONTRACTOR is of the opinion that the Work is substantially complete, the CONTRACTOR shall request in writing that the Project Manager inspect the Work to determine if Substantial Completion has been achieved (**Attachment 16**). The Project Manager shall schedule the date and time for any inspection and notify the CONTRACTOR and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form (**Attachment 15**) will be completed as necessary. Any remaining Work shall be identified on this form and shall be known as Punch List Work. The Punch List, (**Attachment 17**), shall be signed by

both the Project Manager and the CONTRACTOR confirming that the Punch List contains the item(s) necessary to complete the Work.

- C. Where the Punch List is limited to minor omissions and defects, the Project Manager may, at his/her discretions, accept the Work as substantially complete subject to completion of the Punch List. Where the Project Manager determines that the Work is not substantially complete, the Project Manager shall provide a list of all open items necessary to achieve substantial completion. Upon completion of such Work, the CONTRACTOR shall request another substantial completion inspection.
- D. The Project Manager shall advise the CONTRACTOR of the time reasonably required to complete all remaining Work included in the Punch List. As stated above, when such Work is complete, the Project Manager shall sign the Work Order Close-Out Form under Final Inspection Approval. The Project Manager shall notify the CONTRACTOR in writing of final acceptance (**Attachment 18**).
- E. Upon final acceptance of all the Work required under the RPQ and the Contract, the CONTRACTOR shall obtain and deliver to the Project Manager such Certificate(s) of Occupancy or Completion, as required by Section 307 of the South Florida Building Code, proof of final inspections and all warranty documentation.
- F. Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the Project Manager shall notify the CONTRACTOR in writing of the closeout of the Project (**Attachment 19**).

2.32 CONTRACTOR'S USE OF WORK SITE

- A. Limitations may be placed on the CONTRACTOR'S use of the Work Site and any such limitations shall be stated in the RPQ. In addition to such limitations, the Project Manager may make storage available to the CONTRACTOR at his/her sole discretion based on availability of space. The CONTRACTOR shall also coordinate and schedule deliveries so as to minimize disruptions to County day-to-day operations.
- B. The CONTRACTOR shall limit its use of the Work Site, so as to allow for the County's continuous operation. This is necessary, as many of the sites where projects will be performed will remain in operation during the Work.

The CONTRACTOR shall:

1. Confine operations at the Work Site to the areas permitted by the Project Manager; not disturb portions of the Work Site beyond the specified areas; conform to Work Site rules and regulations affecting the Work.
2. Keep existing driveways and entrances serving surrounding facilities clear and available to the County and its employees at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.
3. Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Work and not accepted by the County, and its

