Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami FI 33159



MIAMI-DADE COUNTY, FLORIDA REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: 10336955

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to James P. Ferreira at MIA Bldg. 3030 - 2nd Floor (bid Box) 4331 NW 22 St. Miami, FL33132 no later than 4/3/2024 at 02:00 PM. If you have any questions, contact Pedro Roman at 305-876-8328.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

		<u>RP</u>	Q DETAILED E	BREAKDOWN	- (/	0				
Bid Due Date:	4/3/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. N/A Level:				
Estimated Value:	\$4,500,000	(excluding (Contingencies a	and Dedicated Allo	owances)					
Project Name:	Airfield and R	oadway Strip	oing Service Co	ontract						
Project Location:	Various Miami-Dade Aviation Facilities									
License Requirements:	Primary:	Parking Stri	p Painting; Pav	rement Marking; F	Painting; General Build	ling Contractor; Paving				
Scope of Work:	Various Miami-Dade Aviation Facilities									

5.4. Contractor shall use an adequate number of qualified workers who are thoroughly trained in the techniques required to properly complete the work specified.5.5. Contractor will own or have access to the equipment necessary and to meet all safety,

the time of bid submission

5.3. Contractor must have a minimum of three-years (3) of experience in applying Roadside striping. The awarded bidder must have proof of verifiable experience for at least three (3) projects involving the application of Roadway Striping. Proof of experience shall be provided at

5.5. Contractor will own or have access to the equipment necessary and to meet all safety, insurance, and technical requirements of the owner and local, county, state, and federal regulating authorities.

Note: Pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, selected Contractors must possess a valid, current, and active State of Florida and/or Miami-Dade County contractor's license issued by the County's Construction Trades Qualifying Board and which is consistent with the requirements of their respective trade and the scope of work.

- 6. Prospective bidders are responsible for taking into consideration all applicable Ordinances and/or Regulations in force at the time of the bid, such as Responsible Wages, that may affect unit prices.
- 7. Prospective bidders shall submit a Bid Bond and Payment & Performance (P&P) bonds. Bidders may use the Surety Company standard bid bond. Alternatively, a certified or cashier's check will be acceptable in lieu of the bid bond. The P&P bond must be submitted, using the contract specified form, within ten (10) working days from receipt of the Recommendation for Award (RFA) or time extension approved by the MDAD project manager. The P&P bond shall be required for the full contract amount of \$4,500,000 or in the amount of one year allocation of \$1,125,000.00. The yearly bond shall be renewed and resubmitted annually. Each renewal shall include the allocation (\$1,125,000). P&P Bond shall be submitted once the low "responsive and responsible" bidder is determined and the Recommendation for Award is issued. The cost for the bond premium shall be authorized for reimbursement by the MDAD via a written Work Order. Proper back-up documentation verifying the bond premium cost shall be submitted by the awarded contractor before requesting reimbursement.

For Contractors opting to submit an initial payment and performance (P&P) bond in the yearly amount established above, the Bid Bond shall be accompanied by a Commitment letter from the Contractor's Bonding Company acknowledging that the total amount of the P&P Bond is \$4,500,000 and the duration of the contract is four (4) years. Furthermore, failure to submit the Commitment letter from the Bonding Company before award will constitute a non-curable deficiency and shall render the bid "non-responsive."

- 8. Compliance with the Aviation Department (MDAD)'s Environmental Policy, ISO 14000 certification and Commissioning requirements will be strictly enforced by the MDAD PM. These requirements will be discussed during the mandatory pre-bid conference call meeting. The awarded bidder shall comply with all requirements listed on the project plans, specifications and/or distributed separately following the mandatory pre-bid conference call meeting.
- 9. Since a conference call does not require a physical presence, social distancing practices for COVID-19 are being adhered to. Bidders are still required/responsible for participating in the MANDATORY pre-bid conference call and site visit. Failure to participate in the MANDATORY conference call and site visit shall result in the corresponding contractor/company being considered non-responsive. Contractors are extremely encouraged to call 5 minutes before the scheduled meeting time for a roll call. Late arrivals to the conference call shall result in the contractor/company being considered non-responsive.

The conference call will be recorded.

The dial-in instructions for the conference call are described below:

Dial in: 305-876-8333Meeting ID: 5762555Passcode/Pin: 5869

The agenda for the pre-bid conference call meeting will be sent to you via email to be used during the meeting. Make sure you receive it, if not, please check your junk email or contact our office. Failure to attend the mandatory pre-bid conference call meeting shall result in the corresponding bid being rescinded.

- 10. The bid box is located in the hallway between Rooms B-205 and B-209 in MIA Bldg. 3030, B-Wing, 2nd Floor. If the time clock adjacent to the bid box is unable to stamp the bid envelope due to its thickness, please see Ms. Silvia Perez, Mr. James P. Ferreira or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated and timed prior to dropping them in the box.
- 11. Contractor will be responsible for all work until accepted by MDAD. Any damages to any newly completed or in progress work will be the sole responsibility of the contractor to fix at no additional cost to the MDAD. The contractor shall be responsible for all costs associated with repair and/or replacement of property damage and/or any other condition resulting from negligence or failure to protect the work area. No time extension will be granted for any delays related to such damages. All areas disturbed by Contractor will be repaired and or replaced to original condition as directed by MDAD.
- 12. The awarded contractor is responsible for the safety and security of the job site. Any vandalism, theft, etc. which occurs during the construction time is the responsibility of the contractor. No monetary compensation shall be granted if any of the above occurs. Contractor is required to have proper insurance to cover ongoing work on the job site. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured
- 13. If the awarded contractor shall neglect, fail, or refuse to complete the work within the time specified for Substantial Completion in the Notice to Proceed (NTP) and/or subsequent Work Orders, then the contractor hereby agrees, as part of the consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$130.00 per day for each calendar day beyond the dates set forth in the NTP and/or Work Order(s). The

said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. Said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference. Substantial completion does not relieve the contractor of completing the project in its entirety, nor does it obligate the owner to pay the entire contract price. Final acceptance is achieved when a Certificate of Completion (i.e., if required), acceptable warranties, final payrolls, final releases or acceptable Consent of Surety and documentation required in the contract documents has been submitted for approval to the MDAD project manager.

14. The Work may be on both landside and airside and the employees from the awarded contractor as well as its subcontractors (if applicable) shall obtain MDAD identification badges including the CBP seal and comply with all MDAD security requirements, background checks, security badges, etc.

All selected contractors and their employees must comply with all MDAD security requirements including background checks, security badges, specialized aviation-related insurance requirements, etc. For contractors that do not already comply with MDAD's security requirements, MDAD may, at its sole discretion, consider making these security-related expenses reimbursable. Upon the award, the awarded contractor will have up to sixty (60) calendar days to provide a copy of the security badges with the Customs Seal to MDAD/MPEC Division. If, after issuance of the NTP the contractor still is non-compliant with this requirement, MDAD will not issue any Work Order until the security badges with the Customs Seal is secured by the contractor for up to the next thirty (30) calendar days. If the Contractor fails to secure and provide a copy of the required Badges with the Customs Seal at the end of the additional thirty (30) calendar days, Contractor may be terminated for default as established in Article 11D2 of the General Contract Conditions. MDAD reserves the right to suspend non-compliant contractors from participation in the MDAD/MCC 7360 Work-Order Based program.

The following items are reimbursable:

- Actual cost of MDAD identification (ID) badges with a customs Seal
- The Custom Border Protection (CBP) Seal /bond.
- Actual cost of fingerprints.
- The AOA driving training.
- The vehicle Decal necessary to drive in AOA.

All other costs are not reimbursable and if not specifically mentioned in the pay items listed in the Bid Form shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

15. Prospective bidders are notified that Responsible Wages and Benefits requirements apply to this Request for Price Quotation (RPQ), therefore all labor rates listed on the bid Form under PART II: Unanticipated Scope of Work – shall not be less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed.

All labor classification listed in the Bid Form must have a value greater than zero (\$0.00) and must be in compliance with the Responsible Wages and Benefits requirements. Failure to submit a price for all labor classification shall be considered a non-curable deficiency and shall render the bid "Non-Responsive".

Furthermore, all other Pay Items listed in the Bid Form must also have a value greater than zero; failure to comply with this requirement will not constitute a curable deficiency and shall render the bid "Non-Responsive".

All potential bidders are hereby notified that failure to submit the completed Bid Form reflecting the bid amount and bidder information, and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the Fair Wage and/or Affirmation of Vendor Affidavits, Addendum or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure these deficiencies within deadlines established by MDAD staff.

16. Once a site visit is scheduled and attended by the Contractor, MDAD staff will work with the contractor to determine the best course of action, establish the scope of the work and schedule the work. Thereafter, the Contractor shall submit a formal proposal within 10 business days after the site meeting with a detailed scope of work to be performed and its cost breakdown. MDAD, based on the complexity of the scope of work, may grant additional time for the submission of the required proposal. The request for additional time shall be submitted in writing to the PM/CM in order to be valid and considered for approval by MDAD staff. Contractors that do not submit the required proposal as previously mentioned, will be issued a letter for deficiency. If the Contractor fails to provide a proposal after the deficiency letter has been sent, a Notice to Cure will be issued. Upon the contractor not submitting the required proposal after a Notice to Cure letter has been issued, the Contractor may be Terminated for Default as established in the General Contract Conditions, Article 11D2 (Termination for Default) of the MCC 7360 contract. MDAD reserves the

right to suspend non-compliant contractors from participation in the MDAD/MCC 7360 Work-Order Based program.

- 17. The costs for a potential storage container, potential temporary toilets, and potential dumpsters are not reimbursable and if not specifically mentioned in the pay items listed in the Bid Form shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.
- 18. Locations for the dumpster will be discussed and determined based on work location at the site meeting prior to commencement of the Work Order.
- 19. The awarded contractor shall be responsible for obtaining all utility clearances and coordinating all utility shutdowns at least 14 working days before initiating any work. Damage to existing equipment, utilities, MDAD or its business partners' property, etc. will be repaired and/or replaced at the contractor's expense. MDAD forms and procedures to obtain utility clearances and/or coordinate shutdowns will be distributed following the mandatory pre-bid conference call meeting.
- 20. The Method of Award will be the lowest responsive/responsible bidder. Recommendation for Award is contingent to availability of proper funding.
- 21. All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed in writing to the MDAD project manager with a copy to the Clerk of the Board (clerkbcc@miamidade.gov). The deadline to submit RFIs is no later than five (5) working days before the bid opening date and time specified on the RPQ and Invitation to Bid. The MDAD will issue all changes and/or clarifications to the RPQ in writing via an Addendum. Verbal statements made by the County or the Owner's Representative that are not contained in the RPQ or Addendum are not binding on the County and do not form any basis for a bidder's response to a RPQ.
- 22. Potential bidders are hereby notified that some of the documents that will be distributed after the mandatory pre-bid meeting possibly contain sensitive security information (SSI). Accordingly, please comply with the standards for access, dissemination, handling & safeguarding of SSI in accordance with 49 CFR Part 1520, any applicable amendments and/or supplementary guidance(s) issued by the Department of Homeland Security.
- 23. Working hours will be discussed and determined based on work location at the site meeting prior to commencement of the Work Order. Most work will have to be completed after regular business hours (i.e., night time) to minimize disruptions to the routine business operations of the MDAD and/or its business partners.
- 24. Adjustments for escalation in labor costs will not be allowed. All Contractors shall comply with the latest Responsible Wages & Benefits requirements. For more information, refer to: https://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp.
- 25. This project is subject to Inspector General (IG) fees and it will be deducted from each progress payment at a rate of one quarter of one percent by the Finance Department. For more information, refer to: http://www.miamidadeig.org/index2.html.
- 26. Possible locations for this Project include all airport facilities operated by MDAD including:
- Miami International Aiport (MIA)
- Miami-Opa Locka Executive Airport (OPF)
- Miami Executive Airport (TMB)
- Miami Homestead General Aviation Airport (X51)
- Dade-Collier Training and Transition Airport (TNT)
- 27. MDAD does not anticipate the need for any overtime. No claim for overtime by the Contractor shall be allowed unless the Contractor has been given required notice in advance.
- 28. Each contractor and every low-tier subcontractor is required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCP Tracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development ("SBD"), a division of the Internal Services Department. The use of the system is mandatory, pursuant to Miami-Dade County Ordinance No. 18-33. The only aspect of this procedure that has been modified is that before the certified payrolls would be submitted through hard copy whereas now Miami-Dade County has moved to a web-based submission. Contractors have always had to submit payrolls even when no physical work was ongoing. This requirement is due once a month by the 10th of every month.
- 29. Prior to award, unit prices are evaluated, and negotiation of prices is considered.
- 30. Contractors must agree to perform all work in accordance with the scopes of work established by MDAD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. For the MCC 7360 General Contract Conditions, refer to the following link: https://intrax.miamidade.gov/ciis/TheAmendedStandardConstructionGeneralContractConditions.pdf

Document Pickup:	Contact:	James P. Ferreira	Phone No: 305-876-7322	Date: 3/13/2024
	Location:	After the Pre-bid Meeting		
Pre-Bid Meeting::	YES	Mandatory: YES	Date: 3/13/2024	Time: 10:00 AM
	Location:	Conference call (see details b	pelow)	

Site Meeting:	No	No		Mandatory: No		Date:			Time:		
	Location:	Location:									
Bid shall be submitted to:	Contact:	Jam	ames P. Ferreira								
	Address:										
	Email:										
Type of Contract:	Single Trade Method of Award: Lowest Responsible Bidder								er		
Method of Payment:	Schedule	d Mc	onthly Payn	nents		Ins	urance Requ	ired: YES			
Additional Insurance Requ	YES	If Yes - Minimum Coverage: \$5,000,000.00									
Performance & Payment E	YES				Bid Bond	Required:	YES				
Prevailing Wage Highway Rate Required: Construction		Da	avis Bacon	: NO	N		nance /ages:	AIPP:	NO	Amount:	
SBE-Con. Requirements:	NO	Pe	ercentage:	0.009	%	S	BD Certificat	e of Assuran	ice Fo	rm Required:	NO
DBE Participation:	NO	Pe	ercentage:	0.009	%		DBE	Subcontracto	or Forr	ms Required:	NO
CWP Requirements:	NO	Pe	ercentage:	0.00	%						
SBE-S Requirements	NO	Pe	Percentage: 0.00%								
SBE-G Requirements	NO	Percentage:		0.009							
Liquidated Damages:	YES	\$\$	Per Day:	\$130	.00						
Trade Set-a-side:	NO				s, Trade						
For RPQ's less than \$10,0	00, if no LD	rate	is specified	d, the	County	reser	es the right t	o assess ac	tual da	amages in lieu	ı of LDs.
Design Drawing Included:	NO		Shop Dra	awing	Include	d: NO		Specificati	ons In	cluded: YES	
Anticipated Start Date:	7/1/202	24 Calendar Days for Project Completion: 1460 OY MIAMI-DADE PROGRAM									
In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Ch Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-6 contractors and subcontractors of any tier on (i) construction contracts valued in excess of million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of publidings, or public works; or (ii) contracts or leases valued in excess of one million of (\$1,000,000) for privately funded construction, demolition, alteration or repair of building improvements on County-owned land. The awarded Contractor is hereby notified that the C will consider whether the Contractor made its best reasonable efforts to promote Employ M Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation responsibility review of the Contractor for new County contract RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing the Code of Miami-Dade Code of Mi							o. 3-63, all cess of one ir of public lion dollars uildings, or the County ploy Miami- uation and				
	excess public constru shall co contrac hour sa 51% of Pursua access All consto all (governi contrac	No. 3-61, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the project, all persons employed by the contractor or subcontractor on the project to perform construction have completed the OSHA 10-hour safety training course, and (ii) the contractor will make its best reasonable efforts to have 51% of all construction labor hours performed by Miami-Dade County residents. Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP for provided in the ordinance and the Contractor will accept such reduced amount as full									

Bids must be submitted in a sealed envelope. The bidder's name, address, the project name and the RPQ number must be indicated on the outside of the envelope. The sealed envelope shall

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency

fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor

participation in this pay request reduction portion of the UAP is mandatory.

and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).

include, at a minimum, the following documents:

- 1. Bid price using Bid Form-Attachment 5A.
- 2. Completed Supplemental Bid Form.
- 3. Experience information and qualifications.
- 4. Bid guarantee in the form of a bid bond, certified check, or cashier's check. Failure to include a bid bond/guarantee shall render the bid non-responsive.
- 5. Internal Services Department (ISD) Division of Small Business Development's (SBD) Certificate of Assurance (COA) Form. (NOT REQUIRED)
- 6. Fully executed Fair Wage Affidavit.
- 7. Fully executed Affirmation of Vendor Affidavits.
- 8. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.

All potential bidders are hereby notified that failure to submit the completed Bid Form – Attachment 5A reflecting the bid amount and bidder information, the Supplemental Bid Form and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the Fair Wage and/or Collusion affidavits, Addendum or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure these deficiencies within deadlines established by MDAD staff.

DISCLOSURE:

• Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 shall furnish to **Aviation, Maintenance Department, 4200 NW 22 Street, Bldg 3030, Miami FI 33159**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- **A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- **B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- **C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- *Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.
- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.
- 7360 RPQs Federally Funded may be subject to the Disadvantaged Business Enterprise (DBE) Program. The DBE goal will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- 7040 and 7360 RPQs with an estimated project value in excess of \$700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All RPQs with an estimated project value \$100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Projects, where price (Proposals/Bids) received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (https://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.