

Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159



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

Contract No: MCC 7360 Plan

RPQ No: 10391360

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 Ivonne Majul at MIA Bldg 3030 - 2nd Floor, 4331 NW 22 St., Miami, Fla. 33159 no later than 8/6/2025 at 02:00 PM . If you have any questions, contact ERIK GONZALEZ at 305-876-7868.

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

RPQ DETAILED BREAKDOWN

Bid Due Date:	8/6/2025	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes		
Estimated Value:	\$1,000,000	(excluding Contingencies and Dedicated Allowances)					
Project Name:	MDAD MCC 7360 Work Order-Based Program-Emer/Priority Maintenance Const Services - Painting/Waterproofing						
Project Location:	Various Miami-Dade Aviation Facilities						
License Requirements:	Primary:	Painting					
	Sub:	Painting and Waterproofing					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). The Miami-Dade Aviation Department (MDAD) is interested in qualified contractors willing to perform critical on-call services and emergency/priority maintenance work at MDAD's facilities in a work order- based program. The parameters of this work order-based are as follows:</p> <ol style="list-style-type: none"> 1. This work order- based program for MDAD emergency/priority work shall be established for a period of (2) years. At the end of the (2) years, MDAD shall evaluate the results of the program and, if the results merit, shall re-advertise this solicitation to increase competition. 2. Two (2) contractors for Painting and Waterproofing trade with a corresponding maximum contract value not to exceed \$1,000,000 shall be selected to participate in this work order based program. Selection of contractors shall be made by MDAD and shall be based on competitive unit prices (including contractor mark-up), qualifications, experience, past performance, availability and capacity. Two (2) Requests-for-Price Quotation (RPQs) shall be advertised for Painting and Waterproofing trade. A proposal submitted for one RPQ shall be deemed to be a proposal submitted on all RPQs for Painting and Waterproofing trade, unless the proposer affirmatively indicates with its response that it is only submitting a response on the single RPQ. In order to increase opportunities for Construction firms and to provide flexibility for MDAD, prospective contractors shall only be granted one award in any specific trade. However, prospective contractors may be awarded contracts in different trades, whether or not such contractor has been awarded a contract under any other trade classification, if they possess the required valid license to perform work in those different trades. 3. The maximum contract value for this RPQ shall not exceed \$1,000,000 therefore contractors shall be required to provide a Bid Bond and Payment and Performance Bond. 4. Prospective bidders shall submit a Bid Bond at the time of Bid submission. 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. <p>The Performance & Payment (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 \$1,000,000 or in the amount of one year allocation of \$500,000. The yearly bond shall be renewed and resubmitted annually. Furthermore, in the event that the Work Orders issued under any contract term exceeds the annual bonding capacity, then the awarded contractor shall be responsible for increasing the P&P bond to match the current aggregate of all Work Order amounts while the value of active work exceeds the bonding capacity. 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, 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 \$1,000,000 and the duration of the contract is two (2) years. Failure to submit the Commitment</p>						

Letter at the time of the bid will not constitute a curable deficiency and shall render the bid "non-responsive"

5. The Aviation Department (MDAD) does not guarantee that the full amount of the contract will be issued to the awarded bidder. All work will be authorized as needed via Work Orders. The actual amount of the assigned Work Orders will be at the sole discretion of the MDAD. Work Order amounts will depend on the Department's needs. The total combined cost for all Work Order(s) shall not exceed the contract award amount.

6. 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 conference call. Failure to participate in the MANDATORY conference call 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: 305-876-8333
- Meeting ID: 5762555
- Passcode/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.

7. All requests for information (RFI) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed in writing to the MDAD PM with a copy to the Clerk of the Board (clerkbcc@miamidade.gov). The deadline to submit RFIs is no later than three (3) 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.

8. 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.

9. This is a Work Order based contract to perform critical on-call services and emergency/priority maintenance work at MDAD's facilities. The Work could be landside or 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 Section 1 of the General Terms and Conditions, Article 1.20 (Termination for Default) of the MCC 7360 contract.

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.

10. Upon selection of participating contractors, individual work orders for each contractor shall be self-rotated by MDAD based on contractor availability, prior responsiveness, previous performance, urgency of the work and any other factor as may be determined by MDAD. It should be noted that this program is for on-call emergency/priority services and MDAD does not guarantee that selected contractors will be issued any work.

11. There are two types of mobilization in this contract: Landside Mobilization for those Work Orders that do not require Airside access and Airside Mobilization for those Work Orders that require Airside access. The work specified in this section shall consist of the preparatory work and operations in mobilizing for beginning work on a specific Work Order, including, but not limit to, the following:

A. The cost of operations necessary for the movement of personnel, equipment, suppliers and incidentals to the project site.

B. No Work Order shall be issued until the contractor completes the necessary security requirements (badging, airside vehicle registration, airside drivers" class) and submits a certificate of the necessary insurance.

C. The following costs are NOT to be included in this bid item as the actual costs of these items will be reimbursed to the contractor upon submittal of proof of expenses (paid invoices):

1) The actual cost of fees for badging individuals, including fingerprinting

2) The actual cost of fees for airside registration of vehicles

3) The actual cost of fees for completing the airside drivers" class

D. There shall be no Mobilization for Labor only Work Orders. MDAD may require the contractor to provide only Labor, without materials or major equipment, to work at MDAD's direction, either Landside or Airside. There shall be no Mobilization payments for such Work Order.

E. There shall be no Mobilization for Work Orders that contained only Service Call scope. The corresponding bid unit price shall be the total compensation for performing a service call.

Measurement of Mobilization for payment shall be the on-site mobilization for an authorized Work Order and the work under this section completed and accepted by MDAD's representative.

Payment under Item No. 1.1.1 Landside Mobilization or Item 1.1.2 Airside Mobilization shall not exceed the corresponding unit price in the schedule of Pay Items.

The unit price bid for the Mobilization Item will be included in each Work Order and only one payment for the item Mobilization will be made per Work Order.

12. Selected contractor must agree to respond to an emergency/priority call within two (2) hours of first contact from MDAD staff and be available to respond 24 hours per day and 7 days a week with the necessary equipment, materials and labor force to complete the required work in accordance with MDAD's schedule for completion. The definition of an adequate response shall be determined at MDAD's sole discretion on a case-by-case basis. Once a contractor has responded within two (2) hours, MDAD staff will work with the contractor to determine the best course of action, establish the scope of the work and schedule the work. Failure to respond two consecutive times within two (2) hours of being contacted for work may result in the firm being removed from participation in the work order based program.

13. All labor classification listed in the Bid Form must have a value greater than zero (\$0.00). 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 (Mobilization & Markup) 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 the Bid Bond, will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the 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.

14. 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 Section 1 of the General Terms and Conditions, Article 1.20 (Termination for Default) of the MCC 7360 contract.

15. The costs for a potential storage container, potential temporary toilets, and potential dumpsters will be reimbursed using Part II.

16. Locations for the dumpster will be discussed and determined based on work location at the site meeting prior to commencement of the Work Order.

17. Permits are required depending on the scope of work of each Work Order. Contractors shall obtain all permits, certificates inspections and licenses, pay all charges, taxes, royalties and fees and give all notice necessary and incidental to the lawful performance of the work. MDAD will reimburse the contractor for any permits and fees.

18. Working hours will be discussed and determined based on work location at the site meeting

prior to commencement of the Work Order. Some work might 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.

19. Adjustments for escalation in labor costs will not be allowed.

20. 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>.

21. Possible locations for this Project include all airport facilities operated by MDAD including:

- Miami International Airport (MIA)
- Miami-Opa Locka Executive Airport (OPF)
- Miami Executive Airport (TMB)
- Miami Homestead General Aviation Airport (X51)
- Dade-Collier Training and Transition Airport (TNT)

22. 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.

23. Prior to award, unit prices are evaluated, and negotiation of prices is considered.

24. 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>

25. If keys are issued to the contractor, they are responsible for safeguarding the keys. All lost, stolen or damaged keys must be reported in writing with a detailed explanation (when, where and how) to MDAD within 24 hours. A copy of a police report and the case number will be required for lost or stolen keys. Reports must be requested at the police station at Miami International Airport. If it is determined that the key has been lost or damaged due to negligence, liquidated damages may be assessed.

26. The vendor shall fully comply with Section 608 of the Clean Air Act, including: implementation of the prohibition on venting ozone-depleting substances (ODS), including chlorofluorocarbons (HFCs); reducing the use and emission of CFCs and HCFCs; maximizing the recapture and recycling of CFCs and HCFCs; and ensuring the safe disposal of CFCs and HCFCs. The vendor shall maintain all required recordkeeping.

27. All products purchased from product categories for which Energy Star certification is available shall have an Energy Star certification. When Energy Star labels are not available, the County shall choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

A. Minimum Qualifications and Experience:

Below are the minimum qualifications and experience that the selected contractors must possess in order to participate in this work order based program for MDAD emergency/priority maintenance work:

1. Contractors must hold a valid license required to perform work in the following trade: TRADE MAXIMUM CONTRACT VALUE - Painting and Waterproofing \$1,000,000.

2. As per Resolution No. R-1122-21, Contractors must have a minimum of 5 years' experience performing work in their specific trade. In the event a new firm is established by executives, supervisors and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, MDAD reserves the right to qualify the new firm, based on MDAD's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm.

3. Contractors must be able to demonstrate that their firm or its key employees, as described above, have experience performing their respective trade within the company's noted history. Specifically, contractors must submit proof that their respective firms have been regularly and successfully engaged in work related to their specific trade for a minimum of one (1) year. These requirements shall be based on projects completed prior to the submission date. Contact information for projects and/or firms submitted as proof of experience shall be provided by prospective contractors as part of their bid package. MDAD will confirm the listed experience by calling the firms' owners or representatives. Should such evidence not be satisfactory to MDAD, whose decision shall be final, the submission will be considered non-responsive. The qualifying proof with names and phone numbers shall be submitted in a sealed envelope at the time of bid.

4. Contractors must have a minimum average total score of 3.0 in their Contractor Performance Evaluations in ISD's Capital Improvements Information System (CIIS). In the event a new firm has been created that does not have evaluations in the CIIS, the firm that previously employed the key employees of the new firm must have had a minimum average total score of 3.0 in the CIIS Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction, documentation that the new firm has performed satisfactorily on similar projects within their respective trade. Further, any incidence of project delays in a contractor performance evaluation must be justified to the satisfaction of MDAD.

5. Contractors shall provide an established safety program and implementation policy. Contractors' safety programs shall be reviewed and approved by MDAD post-bid submittal and work orders shall not be issued to any contractor until their safety program is approved by MDAD. Refer to Resolution No. R-1181-18 for more information.

6. 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.

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.

7. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

B. Indemnification and Insurance:

Contractor is required to have proper insurance to cover ongoing work on the job site. The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, as required for strict compliance with this specification. Compliance with the foregoing requirements shall not relieve the Contractor from liability under any other portion of this Contract. 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 agreement. See attached for indemnification and insurance requirements.

PART II

Bid Documents shall be distributed following the MANDATORY Pre-Bid Meeting (see date and time above). Bid Documents 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 include, at a minimum, the following documents:

1. Bid price using Attachment 5A.
2. Bid price using the fully completed Supplemental Bid Form.
2. Experience information and qualifications.
3. 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.
4. Fully executed Affirmation of Vendor Affidavits.
5. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.

Document Pickup:	Contact:	Ivonne Majul	Phone No:	3058767139	Date:	7/23/2025	
	Location:	After the Pre-Bid Meeting					
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	7/23/2025	Time:	10:00 AM
	Location:	Conference Call (see details below)					
Site Meeting:	No	Mandatory:	No	Date:		Time:	
	Location:						
Bid shall be submitted to:	Contact:	Ivonne Majul					
	Address:	MIA Bldg 3030 - 2nd Floor, 4331 NW 22 St., Miami, Fla. 33159					
	Email:	imajul@flymia.com	FAX # :	305-869-4782			
Type of Contract:	Single Trade		Method of Award:	Lowest Responsible Bidder			
Method of Payment:	Scheduled Monthly Payments		Insurance Required:	YES			
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	\$5,000,000.00			
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES			
Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO		
SBE-S Requirements	NO	Percentage:	0.00%				

SBE-Services Commodity Set-Aside	NO	If Yes, Service =		
SBE-G Requirements	NO	Percentage:	0.00%	
SBE-Goods Commodity Set-Aside	NO	If Yes, Goods =		
Liquidated Damages:	YES	\$\$ Per Day:	\$75.00	
For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.				
Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included: YES
Anticipated Start Date:	10/30/2025		Calendar Days for Project Completion:	730
Comments:	<p>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 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.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p> <p>Bid Documents shall be distributed after the mandatory Pre-Bid Meeting (See date and time above). The Bid Documents shall include the following:</p> <ol style="list-style-type: none"> 1. Instructions to Bidders; 2. Technical Specifications; 3. Bid Forms; 4. Pre-Bid Document Package (including sample forms, affidavits, invoice etc.) 			

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.

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 (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.