

Fire Rescue
Facilities and Construction Division
9300 NW 41 Street
Miami FL 33178



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

Contract No: MCC 7360 Plan
RPQ No: MDFR-844-HQ-BAL

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 Marisabel Bermejo at 9300 NW 41 Street no later than 6/12/2025 at 10:00 AM. If you have any questions, contact Margarita Bules at 7863314518.

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:	6/12/2025	Time Due:	10:00 AM	Submitted Via:	Sealed Envelopes	
Estimated Value:	\$321,200	(excluding Contingencies and Dedicated Allowances)				
Project Name:	MDFR HEADQUARTERS UASI TARGET HARDENING BALLISTIC GLASS AND FENCING PROJECT					
Project Location:	9300 NW 41 STREET, DORAL, FL 33178					
License Requirements:	Primary:	General Building Contractor				
	Sub:	Glass / Glazing; Fence; Low Voltage				
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). SCOPE OF WORK The work in general consists of the complete fabrication and installation of new Metal Picket Fence & pedestrian gate, along the front area of the MDFR Headquarters property, see details in project contract drawings sheets A1.01 and A6.12. This scope of work also consists of the new fabrication and installation of Storefront North Main Building Entrance as well as the South Rear Building Entrance to be fabricated in 1" thick Level-3 Ballistic resistance glazing storefront manufactured by "Riot Glass" Model # AP2-SF-HD (AP100 1") ArmorPlast Gen II Storefront Security System, Heavy Duty Conversion Series or approved equal. For more project detail and complete scope of work, make reference to the project contract drawings "BID SET" prepared by Angel C. Saqui, FAIA, Architects; consisting of (8) sheets A0.01, A0.02, A0.03, A0.04, A1.01, A6.11, A6.12, A6.13. The scope is to be inclusive of removing the existing Storefronts (Front & Rear) with all the ancillary accessories accompanied...i.e. Kantech card reader systems, door sensors, electric door strikes, all existing doors hardware & Lock systems to be replaced with new (refer to plans and specs for details in door & window schedule remarks), etc. All existing front & rear Roll-up hurricane shutters are to remain as is; do not disturb or damage, if so it's the contractor's responsibility to replace the entire section of damaged Roll-up shutter at no additional cost to MDFR. The contractor is to refer to plans and specifications provided with the RPQ and Bid documents. The project Location consists of the following: MDFR Miami-Dade Fire Rescue Headquarters Building located at 9300 NW 41 Street, Doral, FL. 33178. Dimensions and specifications indicated on the subject project contract drawings shall be verified by the contractor. The contractor shall notify Miami-Dade Fire Rescue immediately of any deviations or conditions encountered which are contrary to those indicated on the project contract documents and drawings. Failure to make notifications shall place responsibility upon the contractor to carry out the work in a satisfactory and workmanlike manner. Contractor to provide all labor, material, transportation and equipment and perform all operations associated and required to achieve the completion of the windows and doors remodeling contract herein specified. Contractors to follow and comply with the requirements always listed on the RPQ and contract project plans. Contractor is responsible and required to comply with all requirements according to the Miscellaneous Construction Contractor MCC-7360. The work shall be sequenced as necessary to coordinate the work of all subcontractors and suppliers in the most effective manner to diligently complete the work and meet the project schedule as well as the Contract completion deadline. If work is required to be performed during non-scheduled off hours and/or weekends as necessary to meet the project schedule and deadline or sequence of the work, it shall then be performed by the contractor at no additional cost to owner (MDFR). If contractor disturbs any existing adjacent areas and interior spaces such as interior/exterior walls etc., during the course of the project, they shall then repair or replace as needed to match existing or bring back to its original conditions. PERMITS: • Permit's is to be required for all work listed in the RPQ and the Contractor is to include the associated costs in their proposal. • Contractor to acquire permits from the respective authorities having jurisdiction. Plans to be submitted for permit processing by the Architect of Record. The work includes, but not limited to: Electrical/Low Voltage - Contractor to provide and install All Electrical work associated with the proposed project contract drawings for the MDFR HQ Storefront replacements. Contractors shall be familiar with the project contract drawings as well as the project site. All Electrical installation work shall comply and meet All standard requirements of the NEC, FBC, and any other applicable Federal, State and local codes, such as local electric utility and telephone company. Shop Drawing's approval required by MDFR and the Architect of Record, prior to any fabrication or ordering materials and installation, as well as Notice of Acceptance NOA. The awarded contractor shall provide (5) copies of the proposed Shop Drawings with calculations for review and approval no later than 5-days after receipt of Contract Award & Purchase Order. It is the intension of the Contract Project drawings "Ballistics Glass Storefront Replacements" for MDFR Headquarters Building; thereto require that all materials be used in the manner intended by the manufacturer, and that all work be performed by the standards adopted by appropriate trade associated. To this objective, where a particular system, product, material or services is specified, the applicable current standard specifications or recommendations of the manufacturer are thereby incorporated. All construction related debris shall be removed by the contractor daily, as construction debris piling WILL NOT be allowed/tolerated unless properly placed in a construction dumpster. Construction dumpsters will be used for loose debris and construction waste materials, unless contractor removes the construction debris daily and immediately after each construction phase. The MDFR HQ Building grounds both during and after construction shall be clean of ALL related construction debris including nails, scrap materials, etc. The contractor is responsible and shall include the dumpster(s) and /or debris removal (hauling) as part of their project bid. Contractor storing of material will only be allowed by contractor written request and MDFR Construction written approval. If the grounds are used for storing material, equipment, working					

area, etc., contractor to return existing grounds, grass areas or existing asphalt areas to its original conditions; this includes any damage occurred during the construction phase process. Contractor is responsible for all Interior and Exterior wall paint damage as well as painting new scope of work areas, at the cost of the contractor, including cost of paint and labor to match existing paint colors. Contractor shall provide MDFRD with a three (3) years labor warranty after the FINAL acceptance approval by the Miami-Dade Fire Rescue Department, Project Construction Manager. MDFR Headquarters Facilities are NOT allowed for contractor's use, therefore contractor shall consider portable toilets; service & maintain a Port-o-let and other temporary equipment for contractor's use. Contractor and their employees are not allowed inside MDFR Headquarters Building for any reason other than Storefront (Front & Rear) Ballistic Glass Installation replacement. MDFR emergency vehicles have the Right-Of-Way at all times. Contractor's and or Subcontractors are not to block or interfere with MDFR daily operations. Safety and Security Precautions – All on-site contractor's personnel, shall have identification and or company business attire according to the rules and regulations set by the Miscellaneous Construction Contract 7360. Contractor shall be responsible for the storage and protection of materials & equipment's. Contractor shall provide barriers/ barricades etc. as necessary to prevent entry and protect construction employees/ personnel at all times. Contractor shall be responsible for all safety precautions and accident preventive provisions of OSHA and all applicable safety codes; Including no claims shall be made against (MDFR) by reason of any act of an employee or trespasser. Environmental Protection – Contractor shall be responsible for the prevention of environmental pollution including but not limited to: Dust control protection barriers to protect and seal off with visqueen plastic all adjacent interior spaces; etc. including but not limited to floorings, furniture etc; as a result of construction operations under this project contract.	
Document Pickup:	Contact: _____ Phone No: _____ Date: 1/1/1900 Location: _____
Pre-Bid Meeting::	YES Mandatory: YES Date: 5/8/2025 Time: 10:00 AM Location: 9300 NW 41 STREET, DORAL, FL 33178
Site Meeting:	YES Mandatory: YES Date: 5/8/2025 Time: 10:00 AM Location: 9300 NW 41 STREET, DORAL, FL 33178
Bid shall be submitted to:	Contact: Marisabel Bermejo Address: 9300 NW 41 Street Email: benedit@miamidade.gov FAX #: 786-331-4501
Type of Contract:	Multiple Trade Method of Award: Lowest Responsible Bidder
Method of Payment:	Scheduled Monthly Payments Insurance Required: YES
Additional Insurance Required:	NO If Yes - Minimum Coverage: _____
Performance & Payment Bond Required:	YES Bid Bond Required: YES
Davis Bacon:	YES 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: \$500.00
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:	YES Shop Drawing Included: NO Specifications Included: NO
Anticipated Start Date:	6/14/2025 Calendar Days for Project Completion: 210
Comments:	This project is covered under the Cone of Silence. Any questions pertaining to this project must be submitted via email to the MDFR Project Manager and MDFR Construction Contracts Planning Section Manager at benedit@miamidade.gov and MDFR Construction Manager margarita.builes@miamidade.gov; to include coping the Clerks of the Board at CLERKBCC@miamidade.gov. 1. MANDATORY PRE-BID MEETING SITE VISIT: A mandatory pre-bid meeting/site visit has been scheduled for April 24, 2025 at 10 a.m. at MDFR Headquarters located at 9300 NW 41 Street, Doral, FL 33178. Contractors who fail to attend will be unable to submit a bid for this project. 2. SEALED BIDS for this project will be received for and on behalf of Miami-Dade County, by Miami Dade Fire Rescue at 9300 NW 41st Street, Suite 237, Miami, Florida, 33178. 3. LIQUIDATED DAMAGES in the amount of \$500 per calendar day will be assessed for each day the project is delayed. 4. BID BOND: All Bids shall be accompanied by 1 original fully executed and 2 copies of original of a bid guarantee for not less than 5% of the amount of the total bid, which includes all contingencies and allowances, and at the option of the bidder shall be one of the following: a certified check, a bank draft payable to Miami-Dade County, US Government Bonds at par values, or bid bond secured by a surety company. 5. PERFORMANCE AND PAYMENT BOND: Bidders submitting Bids and to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the Bid price offered by the Bidder. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form. 00431 - Surety Performance and Payment Bond Form is herewith included. The completed form shall be delivered to the County within 14 calendar days of the date that the Notice of Award Recommendation is issued. 6. DAVIS BACON WAGES: Contractor shall obtain current DAVIS BACON WAGES from the Department of Labor website. Certified payrolls must be entered into BMWS and hard copies of the payrolls must be submitted with every payment requisition/application. 7. The last day for project RFI QUESTIONS is close of business, Friday, May 16, 2025. Any questions submitted after aforementioned date shall not be considered. MDFR will review and answer the questions, prior to the bid due date. 8. BUILD AMERICA, BUY AMERICA (BABAA) REQUIREMENTS FOR THIS PROJECT: Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic

preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

Construction Materials – Those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: nonferrous metals, plastic and polymer-based products, glass, lumber or drywall.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that each applicable Manufacturer will comply with BABAA, must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA requirement and documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA compliant documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. An approved Manufacturer's Certification or waiver prior to items being delivered to the project site is required.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

9. UAP AND IG FEES: UAP and IG fees WILL NOT apply for this project. This is a partially grant funded project and UAP and IG FEES WILL NOT APPLY.

10. ***FEDERAL REQUIREMENTS UNDER THIS RPQ***

Equal Opportunity Employment - During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis Bacon Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

(2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

(3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Copeland Anti-Kickback Act

Pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"):

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(2) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(3). The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this,

section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

Clean Air Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) 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.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Energy Policy and Conservation Act (42 U.S.C. SS 6201) - During the performance of this contract, the awarded contractor agrees to and must comply with the Energy Policy and Conservation Act.

Debarment and Suspension - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

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

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

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

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

Byrd Anti-Lobbying Amendment - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials:

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

Access to Records - In compliance with the Disaster Recovery Act of 2018 and during the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor agrees to provide the State of Florida, the Miami Dade Fire Rescue Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

DHS Seal, Logo and Flags - The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations and Executive Orders - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The awarded contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. INDEMNIFICATION AND INSURANCE:

Contractor shall indemnify and hold harmless Miami Dade 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 Miami Dade County Fire Rescue Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

For contracts of a value under \$1,000,000.00

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 Worker's 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 \$300,000 per occurrence, and \$600,000 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.

For contracts of a value over \$1,000,000.00

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.

The following additional insurance coverages might be applicable. Please contact Risk Management if further clarification is needed:

If asbestos abatement or removal operations, environmental work as in extraction of

contaminated soil, and/or transportation/delivery/unloading of hazardous materials is required of the Contractor shall furnish to Miami Dade County Fire Rescue Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below:

a. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

If construction of a building(s) or structure(s) occurs as either ground-up new, addition or structural renovation of an existing structure is required, the Contractor shall furnish to Miami Dade County Fire Rescue Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter a below:

a. Builders Risk Insurance on an all-risk basis in an amount not less than one hundred (100%) percent of the completed contract value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Contractor. If work being done involves existing structure, then coverage needs to include coverage for existing structure.

For renovation or equipment install projects with values greater than \$1,000,000:

a. Installation Floater on an "all risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the equipment and materials. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.

For contracts that requires professional services such as testing, design, engineering, architectural or other related professional services the Contractor shall furnish to Miami Dade County, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below

a. Professional Liability in the amount not less than \$ 1,000,000 per claim

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:

The company must be rated no less than A- as to management, and no less than Class VII as to financial strength, by 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

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 Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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 **Fire Rescue, 9300 NW 41 Street, Miami FL 33178**, 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 \$300,000 per occurrence, and \$600,000 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 \$300,000 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.