Internal Services
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ISD Renovation Shop
3501 NW 46 ST
Miami FL 33142



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

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

RPQ No: <u>W220054-R</u>

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 Electronic Bidding, attention to https://constructionbids.miamidade.gov at no later than 5/7/2024 at 02:00 PM. If you have any questions, contact Jorge Perez at (305) 375-1153.

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:	5/7/2024	Time Due:	02:00 PM	Submitted Via:	Electronic Bidding	SBE-Con. N	1/A			
						Level:				
Estimated Value:	\$150,000	(excluding C	ontingencies a	nd Dedicated Allo	owances)					
Project Name:	ISD/FIMD Ro	ISD/FIMD Roof Contract								
Project Location:	Various Loca	tions								
License Requirements:	Primary:	Roofing Cor	tractor							
Scope of Work:	ISD/FIMD Ro The Contract other items f sealing, pato retrofit, and r	oof Contract for shall furni or various ro hing, caulkin epairs of roo	sh all materials ofing systems; g and painting f drains and ve	s, labor, services to include roof ro roof cleaning, t nts. The Contract	forming any work). , supervision, tools, equivalent and repair esting and inspecting tor shall perform all woode, the latest edition	rs; miscellaneous ; and installation, ork in accordance				

established by ISD/FIMD.

The contract shall comply with Resolution No. R-54-18 Cool Roofs, which require the utilization of Cool Roofs for all new construction, roofing maintenance, and re-roofing work where the surface material is replaced on County owned properties.

Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual, and scopes of work

Roofing Contractor must have completed at a minimum of five (5) projects (new or repair) at commercial facilities (with roof sizes of at least 15,000 square feet) within the past ten (10) years where one (1) of these projects was completed within the past five (5) years. The contractor shall be certified as an approved applicator of built-up/single ply types of roof systems and provide a twenty-year-no-dollar limit manufactures warranty for any new roofing system. Proof of current certification(s) must be submitted after Bid Opening, and within five (5) business days of County's written request, the lowest responsive bidder will provide the Satisfactory Bidder Responsibility listed below as a condition of Contract Award.

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. Selected contractors must agree to respond to an emergency/priority call within two (2) hours of first contact from ISD 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 ISD's schedule for completion. The definition of an adequate response shall be determined at ISD's sole discretion on a case-by-case basis. Once a contractor has responded within two (2) hours, ISD 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. Some work will have to be completed after regular business hours (i.e., nighttime) to minimize disruptions to the routine business operations of the ISD and/or its business partners.

Once a site visit is scheduled and attended by the Contractor, ISD 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 5 business days after the site meeting with a detailed scope of work to be performed and its cost breakdown. ISD, 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 ISD 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. ISD reserves the right to suspend noncompliant contractors from participation in the ISD/MCC 7360 Work-Order Based program.

Contractor will be responsible for all work until accepted by ISD. 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 ISD. 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 damage. All areas disturbed by Contractor will be repaired and or replaced to original condition as directed by ISD.

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, a maximum sum of \$100.00 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 ISD project manager.

Contractors must agree to perform all work in accordance with the scopes of work established by ISD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. Selection of contractor shall be made by ISD and shall be based on competitive unit prices (including contractor mark-up), qualifications, experience, past performance, availability and capacity.

This is a Non-Exclusive, Not to Exceed, Work Order Contract based on unit prices provided in this bid. Tasks will be authorized on a work order basis. The Contractor is not guaranteed the entire contract amount, any unspent funds will remain with the County, and the Contractor is not guaranteed work volume.

The lowest responsive and responsible bidder shall be awarded a contract with a maximum contract value not to exceed \$165,000.00 (comprised of base: \$150,000.00; contingency: \$15,000.00). The County may award a higher amount if Budget increase is approved.

Clarification for utilization of the unit prices and issuance of work orders:

- 1. The quantities listed in the Bid Form (bidding model) are estimates only, which are provided by the County (ISD/FIMD) solely for the purpose of providing a competitive basis for comparing the cumulative effect of the unit prices submitted by multiple contractors to establish the lowest responsive and responsible bidder. Actual quantities assigned via the work order process, may vary significantly based on field conditions.
- 2. All work will be issued to and billed by the Contractor based on assigned work orders. Payment against said work orders shall be based on the quantities of actual work performed at the unit price for the line item(s) listed in the Contractor's bid form.
- 3. Quantities for specific line items as represented on the Contractor's bid form may be over utilized, underutilized, or possibly not used at all, with no effect on the value of any unit price, (no additional compensation to the Contractor).
- 4. ISD/FIMD and the Contractor mutually agree that the term of this contract is for twelve (12) months from the issuance of the initial Notice to Proceed date, or until the awarded value of the contract is reached, whichever comes first, subject to changes provided as part of the formal change order process outlined in Section 2.94, Change Order Procedures and Basis for Payment

	of the Terms and Conditions of the 7360 Miscellaneous Construction Contract. The project is located at various locations.													
Document Pickup:	Cor	ntact:	kristina.hagberg@miamidade.gov See Examination of Bid Document				ov Phone No:	: 3053021972 Date: 4			4/4/2024			
	-	ation:										<u> </u>		
		ES	Mandatory: No			Date:	ite: 4/16/2024 Time:			ne: 10	-ΩΩ ΔΜ			
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				https://miamidade.zoom.us/j/8 Mandatory: No			Date:							
Site Meeting: N		ocation:			atory: INO		Date.		Time:					
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Bid shall be submitted to		·												
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Type of Contract:		ngle Trade Method of Award: Lowest Responsible Bidder cheduled Monthly Payments Insurance Required: YES							er					
Method of Payment:				niniy Payr	nenis			•		1				
Additional Insurance Re	quire	d:	NO				lf	Yes - Minimum						
Performance & Payment	Bon	d Require	ed:	NO				Bid Bond	Required:	NO				
Prevailing Wage Rate Required: Building Construction			Da	avis Bacon	: NO	N	1air	ntenance Wages:	AIPP:	NO	Amo	ount:		
SBE-Con. Requirements	SBE-Con. Requirements: N		Percentage: 0.00%			SBD Certificate	SBD Certificate of Assurance Form Requ							
DBE Participation:	N	0			age: 0.00%			DBE S	Subcontractor Forms Required:				NO	
CWP Requirements:	WP Requirements:			ercentage: 0.00%										
SBE-S Requirements N			_	Percentage: 0.00%										
SBE-G Requirements N				Percentage: 0.00%										
iquidated Damages: YE			\$\$	\$\$ Per Day: \$100.00		_								
Trade Set-a-side:	N					, Trade								
For RPQ's less than \$10	,000,	, if no LD	rate				_		o assess a	ctual d	amage	s in lieu	ı of LDs.	
Design Drawing Included:		NO	Shop Drawing Included:											
Anticipated Start Date:		7/2/202						Calendar Days for Project Completion: 365						
Comments: Examination of Bid Documents: Before submitting a bid, the bidder shall examine the Bid Documents income be obtained from Internal Services Department/Facilities & Infrastruct (ISD/FIMD). Bid Documents consist of the RPQ information from CIIS, Attachment Standard Construction General Contract Conditions, Special Provisions as well as approved technical specifications. All bidders shall become of the terms of this RPQ prior to the Pre-Bid meeting. Failure to do so Awarded Bidder from completing the required work for the bid price. Pre-Bid Meeting: A NON-MANDATORY PRE-BID MEETING IS SCHEDULED via Zon please use the Zoom link below.						structuchmen visions, come to do so e.	cture Management Division ent 5A (Bid Forms), forms, ns, SBD Project Worksheet, e thoroughly familiar with all so will in no way relieve the							
		Join Zo https://r Meeting One tap +17866 Dial by +1 786 Meeting Find yo	om Miniam Join ID: Join Moli J	Meeting hidade.zool 820 9892 bile 003,,82098 location 1003 US (1) 820 9892 cal numbe	m.us/j/ 1152 892115 Miami) 1152 r: https	/820989 52# US () s://miam	21′ (Mia			S				
		.54450	Requests for Information (RFIs):											

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to kristina.hagberg@miamidade.gov with a copy to jorge.perez9@miamidade.gov and clerkbcc@miamidade.gov. The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, April 23, 2024. Responses cannot be guaranteed for RFIs submitted past the established deadline. Procedural questions may be entertained by phone or during the Pre-Bid Meeting.

Bid Submittal:

ISD's MCC Bid Submittal and Bid Opening procedures have been modified to ONLY ALLOW ELECTRONIC BID SUBMITTAL and conduct Construction Bid Openings using Zoom.

Bidder will visit https://constructionbids.miamidade.gov and click on the "External Log In" link. Bidder will then select this RPQ No. from the drop down list and will then have the ability to upload a Bid electronically. Bidder that has not previously created a miamidade.gov portal account will be prompted to do so prior to submitting a Bid. Bidder must combine ALL Bid documents into a single PDF file, with a 25 MB file size limit, for upload. Bidder will receive a confirmation email upon successful Bid submittal/upload.

Bidder must allow enough time in advance of the Bid Submittal Deadline to complete any necessary steps. The responsibility for submitting a Bid on or before the stated time and date is solely and strictly the responsibility of the Bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Bids to the County, or any work performed in connection therewith, shall be borne by the Bidder. No part of any Bid can be submitted via hardcopy, email, or fax, unless otherwise directed by the Solicitation documents. All references to "Sealed Envelopes" or "Sealed Bid" in the Invitation to Bid or Bid Documents shall mean an "electronic bid."

The Electronic Bid shall include the following documents:

- 1. Bid price using form 5-A
- 2. ISD FIMD Roof Contract Bid Form
- 3. Certificate of Assurance FAILURE TO INCLUDE THIS COMPLETED FORM SHALL RENDER THE BID NONCOMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY
- 4. If required, bid guarantee in the form of an original bid bond (using the form provided in the bid documents), certified check or cashier's check. FAILURE TO SUBMIT AN ORIGINAL BID GUARANTEE FOR A POTENTIAL AWARD GREATER THAN \$200,000 (BASE BID PLUS APPLICABLE CONTINGENCY) SHALL RENDER THE BID NON-RESPONSIVE. Bidders shall drop off or mail original bid guarantee to be delivered to County, by solicitation due date and time, to Miami Dade County, Attn: ISD/FIMD, Julia Aden, SPCC, 111 NW 1st Street, 24th floor, Miami, FL 33128.
- 5. Fair Wage Affidavit
- 6. If required, Discrimination Lawsuits (see below)

Forms for #1-5 are provided in the Bid Documents.

Discrimination Lawsuits: In accordance with Miami-Dade County Resolution No. R-828-19, bidders are required to disclose discrimination lawsuits, including allegations of discrimination and dispositions of such lawsuits for a 10-year period through the date of the solicitation. Bidder must include its disclosure in its Electronic Bid.

Once all bids have been reviewed by ISD, the Certificate of Assurance submitted by the apparent lowest three (3) bidders will be forwarded to Small Business Development (SBD) Division to conduct a final compliance review.

Non-Collusion Affidavit

After Bid Opening and within five (5) business days of County's written request, the lowest three responsive bidders shall provide an executed Non-Collusion Affidavit if the total bid including contingency exceeds \$250,000.

Satisfactory Bidder Responsibility

After Bid Opening and within five (5) business days of County's written request, the lowest responsive bidder will provide following as a condition of Contract Award. The following experience and qualifications are minimum responsibility requirements that the successful bidder must meet as a responsible bidder, in accordance with MCC 7360 Plan Section 2.27 E. Procedures for Obtaining RPQs.

a. Experience/Qualifications in accordance with requirement in Scope of Work. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel or Bidder's proposed subcontractor will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. References must include the following

information: 1) a description of scope of work performed; 2) project address; 3) name and title of Bidder's key personnel assigned to that project; and, 4) client contact information: name, address, phone number, email address, project cost, and project start and completion dates.

- b. Statement of additional relevant experience in accordance with requirements in ISD Roof Contract Tech Spec.:
- Identification of all work force
- Name and experience of all persons who shall be designated to direct and supervise the affected work
- Field supervisor must have a 30-Hour OSHA Card
- Field personnel must have at a minimum the 10-Hour OSHA Card
- c. Current roofing certification(s) in accordance with requirements in Scope of Work.

The Bid Opening associated with this solicitation will be conducted via Zoom immediately after the 2 PM Bid Deadline. To join the meeting, please use the Zoom link below. Members of the public are not required to enter their name to join the meeting if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be granted view-only access to the meeting but will not have video or speaking capabilities.

FIMD Administration is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://miamidade.zoom.us/j/84258173121
Meeting ID: 842 5817 3121
One tap mobile
+17866351003,,84258173121# US (Miami)

Dial by your location +1 786 635 1003 US (Miami) Meeting ID: 842 5817 3121

Find your local number: https://miamidade.zoom.us/u/kcagCiUjWQ

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 Internal Services, ISD Renovation Shop, 3501 NW 46 ST, Miami FL 33142, 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.
- 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.