

## 0

**111 NW 1st Street, Suite 2420**  
**Miami FL 33128**



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

**RPQ No:** W210014-B

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 <https://constructionbids.miamidade.gov> at <https://constructionbids.miamidade.gov> no later than 4/28/2022 at 02:00 PM. If you have any questions, contact Rafael Salles at 305-775-3249.

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

Bid Due Date:	4/28/2022	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	\$3,331,911	(excluding Contingencies and Dedicated Allowances)					
Project Name:	140 West Flagler Building Demolition						
Project Location:	140 W. Flagler Street, Miami, FL 33130						
License Requirements:	Primary:	Demolition; General Building Contractor; Building Contractor					
	Sub:	Electrical Contractor					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). Prospective bidder shall examine carefully the site of the work and be satisfied as to all observable conditions. Bidder shall be responsible for measuring and calculating amount of work. Bid price is to include all required dumpster(s) for the removal and proper disposal of all work-related debris.</p> <p>The scope of services consists of, and is not limited to, furnishing all materials, labor, services, supervision, tools, equipment, including all associated permits, and all other items necessary for the successful top-down controlled demolition of the 140 W. Flagler Street building of about 280,000 sqft and 16 stories, built in 1975, including but not limited to capping of existing utilities, hauling and proper disposal of demolished materials daily during demolition. Once the demolition is completed, the contractor shall be responsible to rough grade the site, leaving it leveled with no mound or depressions greater than six inches in any 10 feet horizontal distance. If any additional back-fill material is necessary, clean fill shall be furnished and installed by the contractor.</p> <p>The scope of work, includes, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. All trade permits required for demolition.</li> <li>2. Full demolition of entire building, including foundations.</li> <li>3. Remove generator to off-site location provided by MDC.</li> <li>4. Install temporary fencing, gates, and protective scaffolding around building.</li> <li>5. Placement of scaffolding and multiple trash chutes at two levels.</li> <li>6. Demolition of all utilities, as per the construction documents.</li> <li>7. Removal and off-site management of all material related oil and/or hazardous materials.</li> <li>8. Collection, washing, load out, transportation and off-site management of all solid wastes.</li> <li>9. Demolition of heavy building components.</li> <li>10. Clean-up of entire site.</li> <li>11. Restoration all damaged around the building, including the adjacent parking lot used for staging area, and the adjacent buildings.</li> </ol> <p>GENERAL</p>						
							NOTES:

- a) The Contractor must control the amount of dust resulting from demolition to prevent spread of dust to other buildings and to avoid creation of a nuisance in surrounding areas. The use of water to control dust will not be allowed when it may result in flooding, or other objectionable, hazardous conditions; use of explosives is not allowed.
- b) The Contractor shall remove (cap off) any underground utility such as water, sewer, gas, electricity or any other, at the property line. The Contractor shall coordinate with applicable utility companies and the Project Manager for utility line removal, capping, and utility shutdowns required by removal work.
- c) The Contractor shall remove structures by demolition and lawful disposition of debris off-site. Demolition and transportation of debris shall comply with applicable codes and regulations governing these operations; any resulting fees shall be paid by the Contractor. Accumulation of debris on the site will not be allowed.
- d) Demolition Schedule: The Contractor must provide a detailed schedule showing start and completion dates for each area of demolition, and for completion of demolition work as a whole. The Contractor's schedule shall include also 1) the method of demolition and 2) a plan of removing debris.
- e) The Contractor shall notify the Project Manager of any conditions capable of affecting the safety of adjacent buildings, the normal use of these facilities, or the physical condition of the structures.
- f) In case of accidental disruption of utilities or the discovery of previously unknown utilities, the Contractor must stop work immediately and notify the Project Manager. The Contractor shall not continue working until the Project Manager and the Contractor agree on a plan to correct the situation or identify a utility service line.
- g) The Contractor shall provide barriers and warning devices to protect the public and users of adjacent facilities.
- h) The Contractor shall protect the trees that are to remain and remove any trees/shrubbery as appropriate [permission from the County's Department of Environmental Resources Management (DERM) may be required for any Florida Native trees] adjacent to said building(s).
- i) During the bid process and site visit, the Contractor shall examine the site where work is to be performed and satisfy itself as to all visible conditions. Any questions regarding materials, obstacles or other shall be address through a Request for Information (RFI) for clarification bidding period.
- j) Any changes to the scope of work shall be issued in writing to the Contractor and signed by both parties. Any field directives, which change the scope of work, may result in the County issuing a change order to the contract. If the Contractor considers such field directive is not a part of the original contract, the Contractor shall inform/advise the Project Manager in writing no later than forty-eight (48) hours after such directive has been issued.
- k) The Contractor shall be held responsible to protect all adjacent properties to the site from the actions or lack of actions by the Contractor or his personnel. The Contractor shall repair or replace any damaged to adjacent properties prior to final payment being made.

#### WORKER HEALTH AND SAFETY

- A. The Contractor shall promote and practice safety in the workplace. The Contractor shall provide dust control at all times. The project shall be kept free of potential safety hazards to subcontractors and other workers. Failure to adhere to proper safety practices may cause the project to be stop, granting no additional time request and no additional cost/charges to the County. The above may also affect the approval of payment applications.
- B. CONTRACTOR shall evaluate if limited access areas meet the OSHA definition and criteria for confined space or permit-required confined space and provide requirements for entry as part of their site-specific health and safety plan. CONTRACTOR shall supply all trained personnel, equipment, materials, and written permits, as applicable, to allow entry to and work within confined spaces and permit-required confined spaces. Safe corridors shall be clearly demarcated. Unsafe areas shall be improved as necessary by the CONTRACTOR to allow for safe access of personnel and equipment. Unsafe areas shall be improved as necessary to allow for safe access of personnel and equipment.
- C. The CONTRACTOR shall maintain a Site-specific health and safety plan (HASP) for its employees in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 1910.120. Each of the following topics must be addressed in the HASP:
- safety and health risk or hazard analysis for each task or operation
  - employee training

	•	personal	protective	equipment
	•	medical	surveillance	requirements
	•	air	monitoring	protocol
	•		site	control
	•	emergency	response	plan
	•		confined-space	entry
	•		spill-containment	program
	<p>D. The level of dermal and respiratory protection shall be determined based upon the requirements of the Site-specific HASP. Level D personal protection shall be the minimum personal protective level for all on-site personnel. Level D personal protection includes safety glasses, gloves, boots or shoes, hard hat and coveralls (or long sleeve shirt and long pants). There will be no smoking, eating, chewing gum or tobacco, drinking or applying cosmetics in the work area at the Site during all operations.</p> <p>E. The CONTRACTOR shall maintain a copy of the Site-specific HASP at the Site during all operations. Failure to keep a copy of the HASP on-site, or any other breach of the CONTRACTOR'S HASP, may be cause for stopping work at the cost of the CONTRACTOR. Delays caused by the CONTRACTOR'S failure to comply with 29 CFR 1910.120 shall constitute no additional costs or claims to the OWNER.</p> <p>F. The Health and Safety Plan shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations that may affect site workers and the public. Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions (e.g, OSHA, RCRA, CERCLA). In addition, guidelines of NIOSH, OSHA, USCG, EPA, etc., shall be followed. Equipment used for the purpose of health and safety shall be approved and meet pertinent standards and specifications of the appropriate regulatory agencies.</p>			
	<p><b>SITE MAINTENANCE &amp; CLEANUP</b></p> <p>A. The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized.</p> <p>B. Upon completion of work, the CONTRACTOR shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the ENGINEER and MDC.</p>			
	<p><b>SITE SECURITY</b></p> <p>A. CONTRACTOR shall be responsible for maintaining the security of the Site to protect their own equipment, supplies, and all work areas, which may pose a health or safety risk to the Public.</p>			

This project falls under the jurisdiction of Miami Dade County. The existing process number with Miami Dade County is C2022072356.

The estimated construction cost is \$3,331,911.13. This estimate includes \$81,028.97 estimated permit fees. The Bid shall consist of the Base Bid amount (Lump Sum) inclusive of all permit fees and excluding Contingency. NOTE: There are no Dedicated Allowances on this Project. A 10% Contingency will be added to the Base Bid at Project Award.

Document Pickup:	Contact:	Kristina Hagberg	Phone No:	305-375-4296	Date:	3/24/2022	
	Location:	See Examination of Bid Documents below					
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	4/5/2022	Time:	10:00 AM
	Location:	140 W. Flagler Street, Miami, FL 33130					
Site Meeting:	YES	Mandatory:	YES	Date:	4/5/2022	Time:	10:00 AM
	Location:	140 W. Flagler Street, Miami, FL 33130					
Bid shall be submitted to:	Contact:	<a href="https://constructionbids.miamidade.gov">https://constructionbids.miamidade.gov</a>					

Address:		https://constructionbids.miamidade.gov			
Email:				FAX # :	
Type of Contract:	Multiple Trade		Method of Award:	Lowest Responsible Bidder	
Method of Payment:	Scheduled Monthly Payments		Insurance Required:	YES	
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	\$0.00	
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES	
Prevailing Wage Rate Required:	Heavy Construction	Davis Bacon:	NO	AIPP:	NO
				Amount:	
SBE-Con. Requirements:	YES	Percentage:	5.96%	SBD Certificate of Assurance Form Required:	YES
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO
CWP Requirements:	YES	Percentage:	10.00%		
SBE-S Requirements	NO	Percentage:	0.00%		
SBE-G Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	\$\$ Per Day:	\$1,000.00		
Trade Set-a-side:	NO	If Yes, Trade =			
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:	5/25/2022		Calendar Days for Project Completion:	90	
Comments:	<p><b>EMPLOY MIAMI-DADE PROGRAM</b></p> <p>In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract</p> <p><b>RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM</b></p> <p>In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the project, all persons employed by the contractor or subcontractor on the project to perform construction have completed the OSHA 10-hour safety training course, and (ii) the contractor will make its best reasonable efforts to have 51% of all construction labor hours performed by Miami-Dade County residents.</p> <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</p>				

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.

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).

**COMMUNITY WORKFORCE PROGRAM**  
Prior to entering into a contract and according to the Miami-Dade County Code §2-1701 and amended by Ordinance 13-66, the successful bidder on a construction contract subject to a Community Workforce Program (CWP) goal, must submit to Small Business Development (SBD) through the contracting officer a workforce plan outlining how the CWP goal will be met. Additional information is available at the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

Additional insurance requirements are stated in General Contract Conditions.

**Examination of Bid Documents:**  
Before submitting a bid, the bidder shall examine the Bid Documents including Plans/Specs, which may be purchased from Internal Services Department (ISD). Bidder must email a completed, notarized Confidentiality Affidavit (provided in the Bid Documents) to [kristina.hagberg@miamidade.gov](mailto:kristina.hagberg@miamidade.gov) and copy [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov). Bidder may then call 305-375-4159 (ISD/FIMD/Parking, M-F 8 am-4:30 pm, Glenda Ates) to make a non-refundable credit card payment of twelve dollars (\$12) for Plans/Specs. ISD/FIMD will email Plans/Specs to Bidder after receipt of satisfactory Confidentiality Affidavit, payment and Document Receipt.

Bid Documents consist of the RPQ information from CIIS, Attachment 5A (Bid Form), forms, Contract Conditions, SBD Project Worksheet as well as approved plans/technical specifications. All bidders shall become thoroughly familiar with all of the terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the successful bidder from completing the required work for the bid price.

**Pre-Bid Meeting and Site Visit:**  
A MANDATORY PRE-BID MEETING AND SITE VISIT ARE SCHEDULED. ALL BIDDERS INTERESTED IN ATTENDING THE MANDATORY SITE VISIT ARE REQUESTED TO EMAIL [kristina.hagberg@miamidade.gov](mailto:kristina.hagberg@miamidade.gov), WITH A COPY TO [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov) TO REGISTER IN ORDER TO PLAN THE SITE VISIT. Bidders must follow CDC and County guidelines. Bidders may be divided into groups at the Site Visit for social distancing. Bidders arriving after 10:10 AM will not be allowed into meeting or visit.

**Requests for Information (RFIs):**  
All requests for information (RFI) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to [julia.aden@miamidade.gov](mailto:julia.aden@miamidade.gov), with a copy to [rafael.salles@miamidade.gov](mailto:rafael.salles@miamidade.gov) and [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov). The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, April 12, 2022. 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. Non-Collusion Affidavit
  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. Bid guarantee in the form of a bid bond (using the form provided in the bid documents), certified check or cashier's check FAILURE TO INCLUDE A BID GUARANTEE SHALL RENDER THE BID NON-RESPONSIVE
  5. Fair Wage Affidavit
  6. Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
  7. Due Diligence Affidavit
  8. OSHA 300 Form for previous three (3) years and OSHA inspection data
  9. Project List demonstrating minimum experience required for this project of ten (10) years of experience in high-rise building demolition within urban and densely populated downtown areas, having completed at least two (2) similar projects with the same magnitude in the past five (5) years. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. Project List must include the following information: a) a description of scope of work performed; b) project address; c) name and title of Bidder's key personnel assigned to that project; and, d) client contact information: name, address, phone number, email address, project cost, and project start and completion date. FAILURE TO PROVIDE PROJECT LIST MAY RENDER THE BIDDER AS NON-RESPONSIBLE.
  10. Copy of minimum licensing requirement of State of Florida, Demolition, General Building Contractor or Building Contractor license
  11. Schedule of Values (SOV) using CSI Master Format 2020 FAILURE TO PROVIDE A SOV MAY RENDER THE BIDDER AS NON-RESPONSIBLE.

Forms for #1-8 are provided in the Bid Documents.

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) Office to conduct a final compliance review.

**Bid Opening:**  
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
	<a href="https://miamidade.zoom.us/j/84508353201">https://miamidade.zoom.us/j/84508353201</a>				
	Meeting	ID:	845	0835	3201
	One		tap		mobile
	+17866351003,,84508353201#				(Miami)
			US		
	Dial	by		your	location
	+1	786	635	1003	(Miami)
	Meeting	ID:	845	0835	3201
	Find your local number: <a href="https://miamidade.zoom.us/j/84508353201">https://miamidade.zoom.us/j/84508353201</a>				

## **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, Facilities & Infrastructure Management Division, 111 NW 1st Street, Suite 2420, Miami FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be 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 (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.