

MEMORANDUM

| DATE | February 14, 2020 |
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| то | Laurie Johnson, Small Business Development Section Chief Internal Services Department |
| FROM | <i>O.C.</i> Oscar Camejo, Transportation Planner 3 Miami-Dade Transportation Planning Organization (TPO) |
| SUBJECT | Review Item: ITQ No. 1-TPO-Move RTQ-01106 |

The TPO respectfully requests that the Department of Small Business Development (SBD) review the recommendation for "no measures" for the above referenced Invitation to Quote (ITQ). This project is federally funded. The Florida Department of Transportation (FDOT) District Six is the funding pass-through agency for the Miami-Dade TPO. This effort is Race Neutral, as such, there is no Disadvantaged Business Enterprise (DBE) goal or measure established. Once this recommendation is approved, we will proceed with the procurement of the consultants.

The purpose of the subject ITQ is to have a vendor provide the TPO with a quote to move our offices to the new facility.

Should you have any questions or concerns, please don't hesitate to contact at 305-375-1837.

C: Mary-Tery Vilches, TPO Mary Hammett, ISD

Attachment



RTQ-01106 Moving of Office INVITATION TO QUOTE (ITQ) NO.

1-TPO-Move

ITQ DUE DATE/TIME: February 28, 2020

ITO TITLE: Miami-Dade TPO Move

CONTACT PERSON: Oscar Camejo

CONTACT PHONE/ EMAIL: 305-375-1837 oscar.camejo@mdtpo.org

ISSUING DEPARTMENT: Miami-Dade Transportation Planning Organization (TPO)

SECTION 1 – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at Miami-Dade County's Strategic Procurement Division webpage by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r19-1.pdf

EXEMPTION FROM CERTAIN CLAUSES:

Due to the funding sources applicable to the resultant contract, the following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ.

- Local Preferences
- User Access Program (UAP) Fee
- Small Business Enterprises (SBE) Measure
- Local Certified Service-Disabled Veteran's Business Enterprise Preference
- First Source Hiring Referral Program
- Prompt Payment Terms
- Office of Inspector General Fee

NOTICE TO ALL BIDDERS:

Electronic bids are to be submitted to <u>oscar.camejo@mdtp.org</u> until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder to ensure their Bid reaches the Miami -Dade TPO before the solicitation closing date and time. There is no cost to the Bidder to submit a Bid in response to a Miami-Dade County solicitation. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

Please allow sufficient time to complete the online forms and upload of all Bid documents. Bidders should not wait until the last minute to submit their Bid. The deadline for submitting information and documents will end at the closing time indicated in the solicitation.



PLEASE NOTE THE FOLLOWING:

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Bid must be submitted in accordance with all specifications contained in the solicitation electronically.

SECTION 2 – SPECIAL TERMS AND CONDITIONS

2.1 <u>PURPOSE</u>

The purpose of this Invitation to Quote (ITQ) is to secure quotes for the movement of the Miami-Dade TPO's office.

2.2 <u>METHOD OF AWARD</u>

Award will be made to the best priced, responsive, responsible vendor who submits the lowest price per box. Any number of boxes over or under the estimate will be prorated per box movement price offered by vendor in Section 4 - Pricing. If a vendor fails to submit an offer on all items as they are specifically listed, its overall offer may be rejected. The TPO will award the total contract to a single vendor. The move may occur on a Saturday or Sunday. If weekend rates are different, vendor is to specify accordingly.

2.3 <u>TERM</u>

The movement of the office is to be completed in one day to be specified by the Miami-Dade TPO. Move is expected to take place in March or April of 2020.

2.4 INSURANCE REQUIREMENT INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder 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.

INSURANCE REQUIREMENTS

A. The contractor shall furnish to the Outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.



- Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- 3. 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.
- **B.** All required insurance policies 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 the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or its equivalent, subject to the approval of the County's ISD 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.

C. Certificates of Insurance must meet the following requirements:

1. Signature of agent must be included.

2. If Automobile Liability Insurance is required above, insurance must be provided for all of the following vehicles:

- a) Owned
- b) Non-owned
- c) Hired

3. If General or Public Liability Insurance is required above, Certificate of Insurance must show Miami-Dade County as an additional insured for that coverage.

4. Certificate Holder must read exactly as presented below:

Miami-Dade County 111 N.W. 1st Street, Suite 2340 Miami, FL 33128-1974

D. Compliance with the requirements in this Section shall not relieve the successful Bidder of its liability and obligation under this, or under any other, section of the Contract. The successful Bidder shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this solicitation, the successful Bidder shall have an additional five (5) business days to submit a corrected



certificate to the County. Failure of the successful Bidder to provide the required insurance documents in the manner and within the timeframes prescribed within five (5) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

No work shall be authorized or shall commence under the Contract until the successful Bidder has complied with the foregoing insurance requirements.

- E. The successful Bidder shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.
- **F.** In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the successful Bidder shall be responsible for all direct and indirect costs associated with such termination.

2.5 <u>SMALL BUSINESS MEASURES</u> Due to federal funding source it is not applicable.

2.6 <u>LIVING WAGE</u>

None

2.7 WARRANTY REQUIREMENTS

The selected vendor shall be the primary contact for all services.

The warranty shall include, but not be limited to, the following:

· On-site repairs of any damage created by the vendor

2.8 LIQUIDATED DAMAGES

Vendor will be held responsible for any damages created by the vendor to the Stephen P. Clark Center building and the new facility at 150 West Flagler Street, Miami, FL 33130

2.9 <u>DELIVERY TERMS</u>

Move the TPO office pre-packed boxes from its current location at 111 NW 1st Street, Suite 920 Miami FL 33128 to 150 West Flagler Street, Suite 1900, Miami FL 33130 to the identified specific office locations as identified on each box.

2.10 SITE VISIT

A recommended site visit to both locations has been set for February 21, 2020 at 10AM. All interested vendors will meet respective TPO staff at the Stephen P. Clark Center 9th Floor elevator lobby.

Boxes to be delivered to 150 W Flagler Street, Suite 1900, Miami FL 33130 to the identified specific office locations as identified on each box.



SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 <u>SCOPE OF WORK</u>

A recommended site visit to both locations has been set for February 21, 2020 at 10AM. All interested vendors will meet respective TPO staff at the Stephen P. Clark Center 9th Floor elevator lobby.

The move will consist of pre-packed boxes only. No furniture will be part of the move. The estimated number of boxes (standard file size 16" wide x 13" deep and 11" tall) is approximately three hundred (300). There will be an additional estimated thirty boxes size (25" x 25" x 25"). The move will take place at 8:00 at a date to be determined.

3.2 <u>REQUIREMENTS</u>

Bidders are advised that this contract is subject to all legal requirements contained in the Contract No. RTQ-01106 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this ITQ solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

SECTION 4 – PRICING

| Item | Description | Estimated | Unit of Measure | Weekday Rate | Weekend Rate | | |
|---|---|-----------|-----------------|--------------|--------------|--|--|
| | | Quantity | | Per Box \$ | Per Box \$ | | |
| 1 | File Box 16" wide x 13" deep and 11" tall (20 lbs. average) | 300 | Each Box | | | | |
| 2 | Equipment Box 25" x 25" x 25" (40 lbs. average) | 30 | Each Box | | | | |
| * Total Price \$ \$ | | | | | | | |
| * Total Price is based on Estimated Quantity (Actual number of boxes may vary and will be prorated as per box rate) | | | | | | | |