

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 9253-5/20-5

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQCU2000002
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Art In Public Places Miscellaneous Services - Prequalification Pool

Description: This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit miscellaneous maintenance, repair services and associated logistics support to Miami-Dade County's Department of Cultural Affairs (CUA) for the Art in Public Places (APP) program. The APP program is responsible for the commission and purchase of artworks by professional artists in all media. Monies comprising 1.5% of the capital costs of new County facilities fund the program. Funds from various capital projects are aggregated in the Art in Public Places Trust Fund and allocated as needed for artwork at public sites, educational programs and collection maintenance. The Miami-Dade Art in Public Places Trust ("APP Trust") is administered by a County Commission-appointed citizens' board and in consultation with its Professional Advisory Committee and with support staff from the Department of Cultural Affairs, the APP Trust is responsible for the commissioning, acquisitions, and maintenance of all works of art in the County's public art collection. Vendors will be prequalified in the following manner:

- **Group 1** - THE ARTIST'S AUTHORIZED AGENT OR ANOTHER ARTIST PERFORMS THE WORK
 - (a) The artist's workshop or estate specifies an authorized source for the work. The Artist has furnished artwork or art-related services to the County, or the vendor is authorized by the artist's workshop or estate. CUA APP program submits a signed letter by a duly authorized representative of C U A attesting to this fact
- **Group 2** - SPECIALTY VENDORS
 - (a) Vendors with specific areas of expertise in the repair, maintenance and associated logistics support of artwork
 - (b) Individuals and/or firms that specialize in the conservation and restoration of particular types of art
 - (c) Occasional relocation of artworks requiring the assistance of architects, engineers, contractors, art movers, etc. who have specialized experience in these areas involving artworks

Issuing Department: Cultural Affairs
 Contact Person: Patricia Romeu
 Phone: 305-375-5920

Estimated Cost: \$998,000

Funding Source:
 GENERAL
FEDERAL
OTHER

General

ANALYSIS

Commodity Codes:	961-04			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:	170,000.00	180,000.00	160,000.00	
Comments:				

Continued on another page (s):

YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Denis Chung	Date sent to SBD: 9/11/2020
	Date returned to SPD:



MIAMI-DADE COUNTY, FLORIDA

R E Q U E S T T O Q U A L I F Y

(R T Q)

T I T L E

Art In Public Places Miscellaneous Services – Prequalification

F O R I N F O R M A T I O N , C O N T A C T

Denis Chung, hcdc@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.

NOTICE TO ALL VENDORS:

To establish the pool of prequalified vendors, the County will accept electronic submittals through a secure mailbox at BidSync (www.bidsync.com) until the end date and time indicated in this solicitation document. There is no cost to the vendor submitting a response to a Miami-Dade County solicitation via BidSync. 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. To offer a submittal through BidSync, all information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the BidSync Solicitation End Date.

To request information prior to the BidSync Question & Answer End Date, use the question/answer feature provided within the solicitation by BidSync at www.bidsync.com. Material changes, if any, to the solicitation will only be transmitted by written addendum. (See addendum section of BidSync site).

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competition may be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and applicable provisions. Spot Market Competitions may not be restricted to vendors in this Pool; however, vendors must have a Complete Submittal to be awarded a contract pursuant to this Pool.

SECTION 1: **GENERAL TERMS & CONDITIONS**

Vendors must anticipate the inclusion of the General Terms and Conditions of Miami-Dade County Procurement Contracts in all contracts resulting from spot market competitions. These general terms and conditions are considered non-negotiable. All current applicable terms and conditions pertaining to a resultant contract may be viewed online at the Miami-Dade County Strategic Procurement Division's webpage:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r20-1.pdf>

The following Section 1 General Terms and Conditions provisions shall not apply to federally funded projects: 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, and Office of Inspector General Fee.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit miscellaneous maintenance, repair services and associated logistics support to Miami-Dade County's Department of Cultural Affairs (CUA) for the Art in Public Places (A P P) program. Placement in the Pool is not a contract between the County and the vendor, but an acknowledgement that the vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

The APP program is responsible for the commission and purchase of artworks by professional artists in all media. Monies comprising 1.5% of the capital costs of new County facilities fund the program. Funds from various capital projects are aggregated in the Art in Public Places Trust Fund and allocated as needed for artwork at public sites, educational programs and collection maintenance. The Miami-Dade Art in Public Places Trust ("APP Trust") is administered by a County Commission-appointed citizens' board and in consultation with its Professional Advisory Committee and with support staff from the Department of Cultural Affairs, the APP Trust is responsible for the commissioning, acquisitions, and maintenance of all works of art in the County's public art collection. For more information about the APP program and CUA, please go to <https://miamidadepublicart.org/> and www.miamidadearts.org.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific work and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department (ISD), Strategic Procurement Division (SPD), as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quotes or proposals, at the time of need.

Submittal - Shall refer to all information, attachments and forms submitted in response to this RTQ.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Work Order Proposal – Shall refer to documentation presented by a member of the Pool in response to a Work Order Proposal Request (WOPR).

Work Order Proposal Request (WOPR) – Shall refer to the solicitation of offers from the Prequalified Pool of Vendors for specific work and/or services; evaluated and awarded based on best value.

2.3 TERM:

The Pool shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by ISD, SPD. The Pool shall expire on the last day of the sixtieth (60) month.

2.4 QUALIFICATION CRITERIA

Vendors shall meet the following criteria as appropriate, and specific to each group of service or logistic support to be considered for placement in the Pool and for participation in future ITQ's or WOPR's.

These groups are the usual types of services performed under the APP program:

2.4.1 GROUP 1: THE ARTIST'S AUTHORIZED AGENT OR ANOTHER ARTIST PERFORMS THE WORK

Conditions: (Either/Or)

- (a) Artists with specific areas of expertise (i.e. repair of metal sculpture, etc.).
- (b) The artist's workshop or estate specifies an authorized source for the work.
- (c) Criteria for Award: The Artist has furnished artwork or art-related services to the County, or the vendor is authorized by the artist's workshop or estate. CUA APP program submits a signed letter by a duly authorized representative of C U A attesting to this fact, and to the conditions of (a) and/or (b) above.

2.4.2 GROUP 2: SPECIALTY VENDORS

Conditions: (Either/Or)

- (a) Vendors with specific areas of expertise in the repair, maintenance and associated logistics support of artwork involving neon, led technology, electrical infrastructure, terrazzo, concrete forms, metal, cladding assemblies, etc.
- (b) Individuals and/or firms that specialize in the conservation and restoration of particular types of works of art (i.e., painting conservation studios; textile restoration experts, etc.)
- (c) Occasional relocation of artworks requiring the assistance of architects, engineers, contractors, art movers, etc. who have specialized experience in these areas involving artworks.
- (d) Criteria for Award: Résumé listing the specific skill areas, expertise, and experience of the vendor as an architect, conservator, art handler, engineer, contractor, mover/transporter, etc. on projects involving artworks. Letters of references from at least three (3) current or former customers attesting to the type and standard of the vendor's services or work. In lieu of the reference letters, a vendor who has previously provided satisfactory services to the County may submit a signed letter by a duly authorized representative from the CUA APP program, attesting to the type and standard of the vendor's services or work.

2.4.4 CERTIFICATIONS AND LICENSES

Vendors shall submit copies of any certification(s) and/or license(s) received from the art industry, educational, state, or federal authorities that evidence the vendor's qualifications and attest to the skill levels or educational standards achieved by the vendor as applicable.

Vendor shall provide all of the specified information, documents and attachments listed above with their submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of vendors which will be included in the Pool. During the term of the RTQ, the County reserves the right to add or delete vendors as it deems necessary, and in its best interest.

2.5 INSURANCE

Vendor 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 Vendor or its employees, agents, servants, partners principals or subcontractors. Vendor 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. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor 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.

Vendor shall furnish to Miami-Dade County Risk Management, 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.
- B. Commercial General Liability Insurance 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.

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.

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

APP reserves the right to modify these requirements as needed for compliance on specific project scope. If required, additional insurance will be requested at time of spot-market quotes or WOPR's.

2.6 SPOT MARKET QUOTES

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competitions will be in the form of an ITQ that will include the specific work and/or services required, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR:

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.7 WORK ORDER PROCESS

When projects arise, the County will prepare a scope of work and provide Pool members with information regarding the selection process and response requirement, potentially to include written proposals and/or oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price submitted for the County Mayor or designee's review and consideration.

2.8 COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from vendors who are regularly engaged in the business of providing or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time.

2.8.1 Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, the vendor may be required to verify the competency of its sub-contractor or supplier. Miami-Dade County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor, as it may deem necessary.

2.8.2 The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting vendors for contract award.

2.9 ACCIDENT PREVENTION AND BARRICADES

2.9.1 Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort.

2.9.2 Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.10 AVAILABILITY OF ART WORKS

Any artwork required to be provided by the County under this contract will be made available to the vendor with any specific Work Request issued to the vendor. The date and time for access or delivery of the artwork shall be mutually agreed upon between the County and the awarded vendor for the specific work.

2.11 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday. Upon final completion, the vendor shall restore the conditions of the work area to the satisfaction of CUA APP.

2.12 COMPLIANCE WITH FEDERAL STANDARDS

All services to be performed under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.13 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status.

2.13.1 All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by CUA APP, which may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work.

2.13.2 If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor is subject to contractual default provisions, if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice.

2.13.3 If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the previous vendor for these costs either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor from the contract for default.

2.14 LICENSES FOR TRADES

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the County, prior to being awarded a contract by the County. All journeyman supplied to perform services in/and for Miami-Dade County must be licensed by the County's Building and Zoning Department, and carry their certification card when providing services to the same.

2.15 LICENSES, PERMITS AND FEES

The vendor shall obtain and pay for all licenses, permits and inspection fees required for any work performed under this Contract; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

2.16 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County Department or agency(ies) may avail itself of this contract and purchase any of the services in the Groups listed herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County Department(s) or agency(ies).

2.17 VENDOR REGISTRATION

Vendors qualified for the APP Pool, must complete their vendor registration through the County's online procurement process upon notification of acceptance in the APP Pool. An Active registration is required prior to engaging in business with CUA-APP.

The following general requirements apply to all vendors:

1. Active registration with state of incorporation. For Florida based vendors, records in Sunbiz.org must show "ACTIVE"
2. Miami-Dade vendors must have an up-to-date business license or proof of a Business Tax Receipt
3. Certificate of Insurance complying with the minimum insurance requirements as noted on Section 2.5

The registration must be kept updated on an annual basis to maintain an "Active" status in the APP Pool. Failure to comply with Procurement requirements may result in vendor disqualification and removal from the Pool.

For additional information on these procedures, please visit:

<https://www.miamidade.gov/procurement/vendor-services.asp>

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SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

It is the intent of this solicitation to identify and make available to the County, vendors capable of providing miscellaneous maintenance, repair services, and associated logistics support to the CUA APP program.

3.2 WORK/SERVICES TO BE PROVIDED

This work/services include, but is not limited to, refinishing, repair, restoration, transportation, installation, removal, etc. of various types of artworks in different media and scale.

3.3 INVITATION TO QUOTES

Invitation to Quotes (ITQ's) for these services will be issued on an "as needed basis" by the CUA APP program. When a requirement or need for a specific artwork service is identified by CUA, CUA will email an ITQ to all prequalified vendors within each specific Group.

3.3.1 The ITQ shall include information on the type of service required, the location of the artwork, when and where the artwork may be inspected, whether additional insurance is required, the due date for price quotes, and other considerations specified in the ITQ.

3.3.2 Vendors responding to the ITQ shall submit a fixed, firm price to the County prior to the deadline for receipt containing all the information requested, and in the format required by the ITQ.

3.3.3 All price offers shall be reviewed by the CUA APP program, and the award for the specific work shall be made to the responsive/responsible prequalified vendor offering the lowest price.

3.4 STANDARDS

All maintenance and repair of artwork and associated logistics support must be satisfactory to the CUA APP program, and performed in a competent and professional manner to the highest industry and museum standards. The County shall be the final determinant of whether the standards or methods proposed by the vendor are acceptable.

3.5 HANDLING

The handling of all artwork must be done respectfully and carefully, and to the highest industry standards.

The County reserves the right to charge the vendor for the costs to repair any damage to artworks caused by the vendor or agents working on behalf of the vendor. These costs may be deducted from amounts owed to the vendor by the County, or through invoicing.

3.6 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Scope of Work/Technical Specifications"), of this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of CUA APP program.

3.7 STOP WORK

At any time during the performance of any work under this Contract, the County reserves the right to stop the vendor from proceeding further with any work, repairs or services. The County may stop the work if the County decides that further work may damage the artwork, that it is in the County's best interest not to proceed

further with the work, that the standard of work so far is not acceptable to the County, or for any other reason the County deems in its best interest. Notification to stop work may be conveyed verbally and followed by written notification no more than twenty-four (24) hours later.

- 3.7.1 When the County stops a vendor from completing or proceeding further with any work or service, CUA APP shall conduct a survey of the work performed, and determine what percentage of the original assigned work the vendor has completed. The County shall be liable for paying the vendor only the percentage of work determined to be completed in satisfactory manner to CUA APP, and the vendor shall invoice accordingly.
- 3.7.2 The County shall not be liable for paying the vendor for any completed or partially completed work that is determined by the County to be substandard and/or unacceptable.

3.8 Standard Warranties

- 3.8.1 Vendor warrants to the County that work performed under this Miscellaneous Agreement to be free from defective or inferior materials and workmanship for two (2) years after the date of final written acceptance by the County, including any defects or qualities causing or accelerating deterioration. If within two (2) years the County finds the Artwork in need of repair, such repairs will be made at no expense to the County promptly and satisfactorily.
- 3.8.2 If Vendor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice from County, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Vendor's expense.
- 3.8.3 Vendors failing to address a warranty claim in a manner deemed acceptable to the County, are subject to removal from this vendor Pool.

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SECTION 4
SUBMITTAL FORM

VENDOR: _____

<u>QUALIFICATION CRITERIA</u> TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria, to ensure the Submittal complies with solicitation requirements.		
Section Reference	Requirements	Copy Attached (Initial)
2.4.1	GROUP 1: THE ARTIST'S AUTHORIZED AGENT OR ANOTHER ARTIST PERFORMS THE WORK	
2.4.2	GROUP 2: SPECIALTY VENDORS - List all areas of expertise - Provide at least three (3) references demonstrating experience in those areas	
2.4.3	CERTIFICATIONS AND/OR LICENSES	

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