

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**  
**NEW CONTRACT (PENDING)**

OTR     Sole Source     Bid Waiver     Emergency Previous Contract/Project No. N/A

Contract: #RTQ-01238 Mold Assessment and Remediation    Re-Bid  Other

LIVING WAGE APPLIES:  YES     NO \*No when funding source is federal

Requisition No./Project No.:     TERM OF CONTRACT

Requisition /Project Title: Mold Remediation at Vizcaya Museum & Gardens

Description:

Issuing Department: Internal Services Depart.    Contact Person: JASON EDELSTEIN    Phone: 305-375-4211  
 Estimate Cost: \$1,000,000.00    GENERAL    FEDERAL    X OTHER  
 Funding Source: X Mixed, Federal, Proprietary, General, Library District,  
 Internal Services

**ANALYSIS**

<b>Commodity Codes:</b>	926-78			
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.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$1,000,000.00			
<b>Comments:</b>				

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: Jason Edelstein	Date sent to SBD: 08/09/18
	Date returned to DPM:

**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 mold assessment and remediation services for Miami-Dade County (County). Inclusion 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 inclusion in such Pool.

**2.2 DEFINITIONS**

**Invitation to Quote (ITQ)** – Shall refer to the solicitation of quotes from the Pool for specific goods 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, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quote or proposal, at the time of need.

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

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

**Work Order Proposal Request (WOPR)** – Shall refer to the solicitation of offers from the Prequalified Pool of Vendors for specific goods and/or services; and 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 the Internal Services Department, Strategic Procurement Division. The Pool shall expire on the last day of the five (5) year term.

**2.4 QUALIFICATION CRITERIA**

Vendors shall meet the following criteria to be considered for inclusion in the pool; and for participation in future competitions for the following groups:

- Group A: Purchase of Mold Assessment Services
- Group B: Purchase of Mold Remediation Services
- Group C: Purchase of Emergency Cleanup Services

**Qualifications for Group A: Purchase of Mold Assessment Services**

1. Vendor(s) shall submit a copy of their Florida Mold Assessor's License.
2. Vendor(s) shall demonstrate experience pertaining to mold assessment services requested in this RTQ. As evidence, Vendor(s) are required to provide two (2) signed letters on company letterhead from their clients. The references shall reference different projects and ascertain to the County's satisfaction that the Vendor has sufficient expertise in providing the services required for the group specified.

3. Vendor(s) shall assign a competent company representative who can be contacted Monday through Friday from 8:00 a.m. to 5:00 p.m. (local time) for quotations. Vendor(s) are required to provide their representative(s) name, phone number, and e-mail address.

Vendor(s) applying for inclusion under this group shall not perform or offer to perform mold assessment on a structure or for a project on which their firm intends to provide, or has provided mold remediation for within the last (12) months.

#### Qualifications for Group B: Purchase of Mold Remediation Services

4. Vendor(s) shall submit a copy of their Florida Mold Remediator's License or a copy of their General Contractor's License.
5. Vendor(s) shall demonstrate experience pertaining to mold remediation services requested in this RTQ. As evidence, Vendor(s) are required to provide two (2) signed letters on company letterhead from their clients. The references shall reference different projects and ascertain to the County's satisfaction that the Vendor has sufficient expertise in providing the services required for the group specified.
6. Vendor(s) shall assign a competent company representative who can be contacted Monday through Friday from 8:00 a.m. to 5:00 p.m. (local time) for quotations. Vendor(s) are required to provide their representative(s) name, phone number, and e-mail address.

Vendor(s) applying for inclusion under this group shall not perform or offer to perform mold remediation on a structure or for a project on which their firm provided mold assessment services within the last twelve (12) months.

#### Qualifications for Group C: Purchase of Emergency Cleanup Services

7. Vendor(s) shall demonstrate experience pertaining to emergency cleanup services requested in this RTQ. As evidence, Vendor(s) are required to provide two (2) signed letters on company letterhead from their clients. The references shall reference different projects and ascertain to the County's satisfaction that the Vendor has sufficient expertise in providing the services required for the group specified.
8. Vendor(s) shall assign a competent company representative who can be contacted Monday through Friday from 8:00 a.m. to 5:00 p.m. (local time) for quotations. Vendor(s) are required to provide their representative(s) name, phone number, and e-mail address.
9. Vendor(s) shall assign a competent company representative who can be contacted at any time after hours and on weekends from 5:00pm to 8:00 a.m. to 5:00 p.m. (local time) for quotations. Vendor(s) are required to provide their representative(s) name, phone number, and e-mail address.

## **2.5 INSURANCE**

Insurance is not required in order to be prequalified under this RTQ. Insurance requirements will be detailed in the subsequent ITQ or WOPR.

## **2.6 SPOT MARKET QUOTES**

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

- Small Business Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage
- Bonding Requirements

Spot market quotes issued by County user departments requiring both mold remediation and mold assessment services shall be quoted to all vendors that have prequalified for either group. Subcontracting of mold assessment and mold remediation shall be permitted providing the subcontractor meets the minimum qualifications indicated in section 2.4.

For federally funded projects/programs (including Federal Emergency Management Agency (FEMA) reimbursable projects), 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
- Small Business Enterprises (SBE) Measure
- Local Certified Service-Disabled Veteran's Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

For any FEMA reimbursable projects/programs, the below provisions will apply:

#### Compliance with Federal Requirements for FEMA Reimbursable Spot Market Competitions

All goods and/or services to be purchased as a result of any award under this solicitation shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to 2 CFR, Part 200.318(i) (1), Internal Services Department – Strategic Procurement Division and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls

Pursuant to C.F.R. 200.321 (g) Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and  
Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

When goods and/or services will be purchased, in part or in whole, with federal funding, and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement, the Vendor hereby assures and certifies to the County that it will comply with:

- A. Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and any resultant contract by reference.
- B. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week.
- C. The Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- D. The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- E. The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.

- F. Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- G. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Vendor must provide a certification to the Procuring Agency that the Vendor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) A bid, which does not include this certificate, may be considered non-responsive. Vendors that apply or bid for an award exceeding \$100,000 must file the Byrd Anti-Lobbying Amendment Certification Form.
- H. C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The vendor shall verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By submitting the Suspension and Debarment Certification Form, the vendor certifies its compliance with this requirement.
- I. C.F.R. 200.321. If the Vendor is a prime contractor, and if subcontracts are to be let, the vendor will take the following affirmative steps:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- J. All other applicable requirements in 2 CFR, Part 200, 200.317-200.326 Procurement Standards.
- K. All applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

#### Exemption to Certain Clauses

For all Federal FEMA reimbursable Invitations to quote, the following measures will NOT apply:

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- Section 1 Paragraph 1.36; County User Access Program (UAP) - The fee in the amount of two percent (2%) shall NOT apply.
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure- shall NOT apply.
- Section 1 Paragraph 1.45; Local Certified serviced-Disable Veteran's Business Enterprise Preference - shall NOT apply.
- Section 1 Paragraph 1.47; First Source Hiring Referral Program ("FSHRP") - shall NOT apply.
- Section 1 Paragraph 1.2H; Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.
- Section 1 Paragraph 28; Office of the Inspector General - Cost of random audits incorporated into the contract price of all contracts as one quarter (1/4) of one (1) percent of the contract price, shall NOT apply.

### **SECTION 3**

#### **SCOPE OF WORK**

##### **3.1 SCOPE OF WORK**

The Vendor shall provide mold assessment and remediation services for a vast array of facilities and structures within the County.

##### **Group 1 – Purchase of Mold Assessment Services**

The Vendor shall provide mold assessment services including but not limited to; visual inspections, penetrating/non-penetrating moisture and microbial assessment, temperature readings, humidity readings, sampling for airborne fungal spores and pathogens, assessment of indoor air quality, surface tape-lift sampling, laboratory and microscopic analysis.

##### **Group 2 – Purchase of Mold Remediation Services**

The Vendor shall provide mold remediation services including but not limited to; demolition, proper bag-out and removal of hazardous material from remediation site, initiation of containment areas, application of mold remediating chemical agents and onsite reduction of ambient humidity levels.

##### **Group 3 – Purchase of Emergency Cleanup Services**

The vendor shall provide emergency cleanup services including but not limited to emergency inspection and damage assessment, water removal and/or water extraction, emergency drying and dehumidification,

**SECTION 4 – BID SUBMITTAL (Group A)**

<b>License Requirement</b> (Section 2.4.1 Group A: Purchase of Mold Assessment Services)	
<input type="checkbox"/>	Yes, I have attached a copy of my Florida Mold Assessor's License.

<b>Letters of Reference</b> (Section 2.4.2 Group A: Purchase of Mold Assessment Services)	
<input type="checkbox"/>	Yes, my firm is regularly engaged in the business of mold assessment. I have attached two (2) signed letters of reference on company letterhead from our customers. These reference letters shall ascertain to the County's satisfaction that the vendor has sufficient experience providing the goods offered under this group.

<b>Contact Information</b> (Section 2.4.3 Group A: Purchase of Mold Assessment Services)	
Contact Name	
Phone Number	
Email Address	



**SECTION 4 – BID SUBMITTAL (Group B)**

<b>License Requirement</b> (Section 2.4.4 Group B: Purchase of Mold Remediation Services)
<input type="checkbox"/> Yes, I have attached a copy of my Florida Mold Remediator's License or my General Contractor's License.

<b>Letters of Reference</b> (Section 2.4.5 Group B: Purchase of Mold Remediation Services)
<input type="checkbox"/> Yes, my firm is regularly engaged in the business of mold remediation. I have attached two (2) signed letters of reference on company letterhead from our customers. These reference letters shall ascertain to the County's satisfaction that the vendor has sufficient experience providing the goods offered under this group.

<b>Contact Information</b> (Section 2.4.6 Group B: Purchase of Mold Remediation Services)	
Contact Name	
Phone Number	
Email Address	

**SECTION 4 – BID SUBMITTAL (Group C)**

<b>Letters of Reference</b> (Section 2.4.7 Group C: Purchase of Emergency Cleanup Services)	
<input type="checkbox"/> Yes, my firm is regularly engaged in the business of providing emergency cleanup services. I have attached two (2) signed letters of reference on company letterhead from our customers. These reference letters shall ascertain to the County's satisfaction that the vendor has sufficient experience providing the goods offered under this group.	

<b>Contact Information</b> (Section 2.4.8 Group C: Purchase of Emergency Cleanup Services)	
Contact Name	
Phone Number	
Email Address	

<b>After Hours Contact Information</b> (Section 2.4.9 Group C: Purchase of Emergency Cleanup Services)	
Contact Name	
Phone Number	
Email Address	