

Aviation

Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami FI 33159



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

Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: 10343340

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to James P. Ferreira at 4200 NW 22 St. Miami, FL. 33122 no later than 6/26/2024 at 02:00 PM. If you have any questions, contact Jorge L. Toledo at 305-876-8323.

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

RPQ DETAILED BREAKDOWN

Bid Due Date:	6/26/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	\$4,500,000 (excluding Contingencies and Dedicated Allowances)						
Project Name:	Miscellaneous Terrazzo Flooring Service Contract						
Project Location:	Various Miami-Dade Aviation Facilities						
License Requirements:	Primary:	Flooring					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). The scope of work entails maintenance, repair, replacement and/or installation of new terrazzo flooring at Miami International Airport (MIA) and the General Aviation Airports [i.e., Miami-Opa-locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead G.A. Airport (X51) and the Training Airports at Opa-locka West (OPW) and Dade- Collier Training and Transition (TNT)] and the Cargo Buildings. Exact location and description of work to be performed will be indicated on Work Orders issued by the Miami-Dade Aviation Department (MDAD) project manager.</p> <p>Assigned tasks may include but are not limited to application of maintenance coats, polishing, fill-in penetrations in terrazzo floor matching existing color and texture, repair of cracks, removal of existing flooring systems (i.e., carpet, terrazzo base, vinyl, tile, marble or other existing flooring) for replacement and installation with new terrazzo flooring systems. The new epoxy matrix terrazzo system shall be 3/8" in thickness. Installation shall comply with Manufacturer requirements as well as applicable specifications and/or MDAD Design Guidelines to be distributed at the mandatory pre-bid meeting. When repair is to be performed to the existing terrazzo and/or floor polishing, it shall be as directed by the PM. Floor leveling is required before installation of new terrazzo systems and shall be performed utilizing approved concrete leveling mixes and/or feathering products. Anti-crack/anti-fracture suppressant membranes shall be installed as part of the terrazzo flooring systems. The replacement color for repairs shall match the existing in color, finish and chip composition. Preliminary mock-ups and "test patch repairs" shall be required. The majority of work shall be completed at night to minimize impact to routine business operations. When replacing sections greater than 1 SQ. FT., a waterproofing vapor barrier may be required as well as shot blasting the existing concrete substrate to ensure adhesion predominantly when moisture testing results are above 3 LB/CU. FT. Areas outside the construction limit(s) shall be protected and maintained clean at all times. Work areas shall be enclosed with 8" or 4' high partition systems, constructed with 2" x 4" studs and one side 5/8" gypsum or plywood painted white with polyethylene (plastic) sheeting attached up to the ceiling to minimize disruptions by the construction activities to routine business operations. The contractor shall protect assigned staging, storage and/or work areas to prevent public exposure to dust, noise, fumes and alike and maintain a safe working environment. All new terrazzo shall be protected during the curing period.</p> <p>Contractors must agree to perform all work in accordance with the scopes of work established by MDAD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. For the MCC 7360 General Contract Conditions, refer to the following link: https://intrax.miamidade.gov/ciis/TheAmendedStandardConstructionGeneralContractConditions.pdf Contractor shall use an adequate number of qualified workers who are thoroughly trained in the techniques required to properly complete the work specified. Contractor will own or have access to the equipment necessary and to meet all safety, insurance, and technical requirements of the owner and local, county, state, and federal regulating authorities. The grand total bid price shall be reflected on the Supplemental Bid Form.</p> <p>Contractors/Prospective bidders are notified that the MDAD PM will coordinate with the Office of Art in Public Places (AIPP) on those areas where "art work" is present to ensure the artwork's integrity is retained.</p>						

All work shall be authorized via independent work orders. Funding sources may vary for each work order. Each work order shall include a purchase order encumbering the pertinent funds for the authorized work scope.

Contractor shall review all documents and scope of work provided by MDAD for work to be completed.

This work-order based contract shall be for a maximum term of four (4) years. The total contract award allocation is not to exceed \$4,500,000 plus a 10% contingency account to address miscellaneous unforeseen conditions and/or repairs. Work shall be authorized on an as needed basis via Work Orders by the MDAD project manager (PM). MDAD offers no guarantee that the full contract allocation amount will be used in full nor that the contract will extend for the entire 4 years maximum term.

MINIMUM QUALIFICATIONS AND EXPERIENCE:

All bidders shall comply with the qualification requirements for maintenance, repair, replacement and/or new installation of terrazzo floors outlined below:

1. Terrazzo installation must be performed by contractors certified by terrazzo manufacturer(s). All bidders must be individually certified by the terrazzo manufacturer. Please insure your firm complies with this requirement.
2. Company terrazzo installers (i.e., applicators) performing the work must be individually certified by the manufacturer. Proof or certification shall be submitted with bid documents. Please ensure that your firm employs certified terrazzo installers.
3. Subcontracting any phase of the terrazzo work is unacceptable. Please ensure that your firm can self-perform all the terrazzo and related work without subcontracting any portions.
4. Bidders shall have at least 5 years of verifiable experience installing cementuous, epoxy and pre-fabricated epoxy terrazzo flooring systems. In addition, based on the previous contracts, individual terrazzo projects may range between \$250,000 to \$1,000,000 or more in cost. Please submit a list of at least 5 verifiable projects within this cost range completed over the past 5 years. Provide the list with the bid documents and include the client contact information to verify each project.
5. The terrazzo related work will be implemented at airport facilities including the MIA Terminal and/or Concourses. Accordingly, experience at similar facilities is preferred. Please verify that the firm or its employees have satisfactorily completed terrazzo flooring related projects at MIA or a similar port facility over the past 5 years. Provide the list of at least 3 projects completed airport facilities with the bid documents. Be sure to include the contact information to verify each project.
6. Please verify experience in preparation and implementation of Movement of Traffic (MOT) plans including fabrication and installation of fully encapsulating containment systems for flooring work. The containment systems shall consist of 8' or 4' high plywood barricades, painted white and with plastic sheeting attached all the way to the ceiling.
7. Contractors must have a minimum average total score of 3.0 in their Contractor Performance Evaluations in ISD's Capital Improvements Information System (CIIS). In the event a new firm has been created that does not have evaluations in the CIIS, the firm that previously employed the key employees of the new firm must have had a minimum average total score of 3.0 in the CIIS Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction, documentation that the new firm has performed satisfactorily on similar projects within their respective trade. Further, any incidence of project delays in a contractor performance evaluation must be justified to the satisfaction of MDAD.

Note: Contractors unable to comply with all requirements listed above may be disqualified from the bidding process. Contractor/prospective bidders are cautioned that failure to submit the supporting documentation with the bid documents may result in the bid being rescinded.

INDEMNIFICATION & INSURANCE:

Contractor is required to have proper insurance to cover ongoing work on the job site. The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, as required for strict compliance with this specification. Compliance with the foregoing requirements shall not relieve the Contractor from liability under any other portion of this Contract. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. See attached for indemnification and insurance requirements.

MANDATORY PRE-BID MEETING:

Since a conference call does not require a physical presence, social distancing practices for COVID-19 are being adhered to. Bidders are still required/responsible for participating in the MANDATORY pre-bid conference call and site visit. Failure to participate in the MANDATORY conference call and site visit shall result in the corresponding contractor/company being considered non-responsive. Contractors are extremely encouraged to call 5 minutes before the scheduled meeting time for a roll call. Late arrivals to the conference call shall result in the contractor/company being considered non-responsive.

The conference call will be recorded.

The dial-in instructions for the conference call are described below:

- Dial in: 305-876-8333
- Meeting ID: 5762555
- Passcode/Pin: 5869

The agenda for the pre-bid conference call meeting will be sent to you via email to be used during the meeting. Make sure you receive it, if not, please check your junk email or contact our office.

REQUEST FOR INFORMATION:

The Cone of Silence is in effect. Requests for information (RFIs) related to the RPQ documents shall comply with the Cone of Silence, Administrative Order 3-27. RFIs shall be submitted in writing following the process and forms outlined on the MCC-7360 contract documents. The deadline for submittal of questions and/or RFIs is no less than five (5) working days before the RPQ bid due/opening date and time. RFIs shall be submitted to the MDAD PM with a copy to the Clerk of the Board. The MDAD will issue all changes and/or clarifications to the RPQ in writing via an Addendum. Verbal statements made by the County or the Owner's Representative that are not contained in the RPQ or Addendum are not binding on the County and do not form any basis for a bidder's response to a RPQ.

RESPONSIBLE WAGES:

Prospective bidders are notified that Responsible Wages and Benefits requirements apply to this Request for Price Quotation (RPQ), therefore all labor rates shall not be less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed. For multi-year contracts such as this one, bidders shall project wage increases based on previous years and adjust unit costs accordingly. Omission by the Contractor/Prospective bidders shall not constitute grounds for change order(s). Contractor/Prospective bidders are responsible for taking into consideration all applicable Ordinances and/or Regulations in force at the time of the bid, such as Responsible Wages, that may affect their unit prices. Adjustments for escalation in labor costs will not be allowed. All Contractors shall comply with the latest Responsible Wages & Benefits requirements. For more information, refer to: <https://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp>.

BID BOND AND PERFORMANCE & PAYMENT BOND:

Prospective bidders shall submit a Bid Bond at the time of Bid submission. Bidders may use the Surety Company standard bid bond. Alternatively, a certified or cashier's check will be acceptable in lieu of the bid bond.

The Performance & Payment (P&P) bond must be submitted, using the contract specified form, within ten (10) working days from receipt of the Recommendation for Award (RFA) or time extension approved by the MDAD project manager. In order to minimize the burden on firms, the Aviation Department (MDAD) will accept an initial P&P bond, satisfactory to Miami-Dade County, Florida, and on the form required per the MCC-7040 contract documents, in the amount of no less than \$1,237,500 which includes the first year term allocation of \$1,125,000 plus \$112,500 for the allowance account to be used in case of unforeseen situations, specialized materials equipment, etc. The said bond shall be renewed and resubmitted annually. Furthermore, in the event that the Work Orders issued under any contract term exceeds the annual bonding capacity, then the awarded contractor shall be responsible for increasing the P&P bond to match the current aggregate of all Work Order amounts while the value of active work exceeds the bonding capacity. Alternatively, the awarded bidder may submit a P&P bond for the full contract amount of \$4,950,000. The cost for the bond premiums shall be authorized for reimbursement by the MDAD via written Work Orders. Proper back-up documentation verifying the bond premium cost shall be submitted by the awarded contractor before requesting reimbursement. In addition, the total cost of the bond premiums shall not exceed the lump sum amount reflected under line item #169 of the Supplemental Bid Form.

MDAD ENVIRONMENTAL POLICY:

Compliance with MDAD's Environmental Policy, ISO 14000 certification and Commissioning requirements will be strictly enforced by the MDAD PM. These requirements will be discussed during the mandatory pre-bid conference call. The awarded bidder, its subcontractors and suppliers delivering to the work site shall comply with all requirements listed on the project plans, specifications and/or distributed separately following the mandatory pre-bid conference call.

BID SUBMITTAL:

Pricing for Work Orders shall be based on unit prices established on the Schedule of Prices Supplemental Bid Form distributed along with the RPQ documents. Said form will be distributed following the mandatory pre-bid conference call and must be submitted along with the bid documents. Prospective bidders are cautioned that failure to complete and submit the Schedule of Prices Supplemental Bid Form with the bid documents shall result in their bid being rescinded. Prospective bidders are notified hereby that their unit costs and total price for the listed items on

the Schedule of Prices Supplemental Bid Form shall be all inclusive for each line item (i.e., unit cost shall include labor, parts, materials, equipment, overhead & profit, permitting fees if applicable and any other incidentals) required to perform the work. Some or all of the work may have to be completed at night to minimize disruptions to the MDAD's business operations. Please adjust unit costs accordingly. Line item unit costs must also include costs associated with all labor burden items such as but not limited to demolition of existing floors, debris removal, provision of dumpsters for temporary disposal and subsequent disposal fees, etc. In the case of bids containing supplemental bid schedules (i.e., such as this one), the correct summation of the correct line items, obtained by multiplying the established quantities by the quoted unit cost prices entered therein, together with lump sum prices (i.e., if applicable) will be considered as the total bid amount. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Obvious mathematical errors on the Bid Form discovered by MDAD will be corrected. The grand total bid price calculated on the Schedule of Prices Supplemental Bid Form shall be reflected on Form 5A. The Schedule of Prices Supplemental Bid Form's grand total cost shall be used to determine the low "responsive and responsible" bidder.

Contingency Allowance Account: for unforeseen conditions, construction changes, for additional work or materials not covered by other proposal items and for quantity adjustments, if ordered by the MDAD PM.

This account item is for all labor, materials, equipment and service necessary for modification or extra work required to complete the Project because of unforeseeable conditions, unforeseeable conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseeable conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other miscellaneous costs; all if ordered by the MDAD PM. The Contingency Allowance Account (\$450,000.00) is ten percent of the base lump sum amount (\$4,500,000.00).

Payment to the CONTRACTOR under this item will only be made for work ordered in writing by the MDAD. Any portion of this fund remaining after all authorized payments have been made will be withheld from Contract Payments, and will remain with the County. If one account has been depleted and funds are available in the other accounts the MDAD PM may use some of the available funds to complete the Project.

The contractor shall include all required testing, as indicated on the bid documents and specifications, as a part of the project scope. The awarded contractor is responsible for testing and associated costs. Reports and certifications shall be included as a part of contractors' bid. The contractor shall submit test results via report(s) before the end of the project and final billing. Test reports will be reviewed by the Architect/Engineer (A/E) of Record and/or the MDAD PM. The contractor shall address all comments in relation to the test reports at no additional cost.

Contractor shall comply with Resolution No. R-1386-09's requirements pertaining to the Small Business Enterprise Program, if applicable.

Administrative Order (AO) 3-63 (Employ Miami-Dade Program), County Ordinance #13-66 (Community Workforce Program) and Implementing Order (IO) 3-61 (Residents First Training and Employment Program) are applicable on this RPQ. Bidders shall comply with AO 3-63, CO #13-66 and IO 3-61 on this RPQ and submit the following fully executed and completed forms as indicated below:

1. Responsible Contractor Affidavit (Form RFTE 1). This form is required prior to distribution of the Notice to Proceed
2. Construction Workforce Plan and supporting documentation (Form RFTE 2). This form is required prior to distribution of the Notice to Proceed.
3. Responsible Subcontractors Affidavits (Form RFTE 1). This form is required prior to distribution of the Notice to Proceed.
4. Job Clearinghouse Affidavit. This form is required prior to distribution of the Notice to Proceed.
5. Notarized affidavit and certified payrolls verifying that every employee listed on the payroll completed the OSHA 10 Hour Safety Training (Form RFTE 3). This form is required with each requisition for payment. Pay requests will be rejected if Form RFTE 3 is not included.
6. Workforce Performance Report (Form RFTE 4). This form shall be submitted within 30 days of project completion and prior to requesting final payment. Final payment will be withheld until the County receives Form RFTE 4.

Most of the required forms shall be submitted electronically via the Business Management Workforce System (BMW-S). Applicable forms will be reviewed by Small Business Development (SBD) and/or MDAD Minority Affairs for compliance. Contractors are encouraged to visit the Employ Miami-Dade website at <https://www.employe-miamidade.gov> to learn more regarding this continuing effort. Contractors may contact Ms. Catherine Forte at 305-375-3598 for questions related to the Programs.

Be notified that Miami-Dade County's Small Business Development has launched and

implemented the LCP tracker system. LCP tracker is a web-based certified payroll management system and the second component of the BMW-S for contracts subject to responsible wages and benefits, living wages, workforce program requirements and federally funded contracts with Davis Bacon wages. Use of the system is offered at no expense to contractors and subcontractors participating on County contracts. Beginning with the May-2019 reporting period, each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically via the LCP tracker system by the 10th of every month for the previous month. Use of the LCT tracker is mandatory pursuant to County Ordinance 18-33. Prime contractors and subcontractors will be provided a user name and password to access LCP tracker. LCP tracker accounts can be accessed via BMW-S at www.mdcsbd.gob2g.com.

Bidder(s) are further notified that the County will consider whether a Contractor made its best reasonable efforts to promote "Employ Miami-Dade" on this RPQ, as defined on AO 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

Locations for a dumpster (if needed) will be discussed and determined based on work location at the site meeting prior to commencement of the Work Order.

Working hours will be discussed and determined based on work location at the site meeting prior to commencement of the Work Order. Some work might have to be completed after regular business hours (i.e., night time) to minimize disruptions to the routine business operations of the MDAD and/or its business partners.

This project is subject to Inspector General (IG) fees and it will be deducted from each progress payment at a rate of one quarter of one percent by the Finance Department. For more information, refer to: <http://www.miamidadeig.org/index2.html>.

Possible locations for this Project include all airport facilities operated by MDAD including:

- Miami International Airport (MIA)
- Miami-Opa Locka Executive Airport (OPF)
- Miami Executive Airport (TMB)
- Miami Homestead General Aviation Airport (X51)
- Dade-Collier Training and Transition Airport (TNT)

Prior to award, unit prices are evaluated, and negotiation of prices is considered.

Contractors must agree to perform all work in accordance with the scopes of work established by MDAD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. For the General Contract Conditions, refer to the following link: <https://intrax.miamidade.gov/ciis/TheAmendedStandardConstructionGeneralContractConditions.pdf>

If keys are issued to the contractor, they are responsible for safeguarding the keys. All lost, stolen or damaged keys must be reported in writing with a detailed explanation (when, where and how) to MDAD within 24 hours. A copy of a police report and the case number will be required for lost or stolen keys. Reports must be requested at the police station at Miami International Airport. If it is determined that the key has been lost or damaged due to negligence, liquidated damages may be assessed.

BID BOX:

The bid box is located in the hallway between Rooms B-205 and B-209 in MIA Bldg. 3030, B-Wing, 2nd Floor. If the time clock adjacent to the bid box is unable to stamp the bid envelope due to its thickness, please see Ms. Silvia Perez, Mr. James P. Ferreira or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated and timed prior to dropping them in the box.

SECURITY REQUIREMENTS:

The Work may be on both landside and airside and the employees from the awarded contractor as well as its subcontractors (if applicable) shall obtain MDAD identification badges including the CBP seal and comply with all MDAD security requirements, background checks, security badges, etc.

All selected contractors and their employees must comply with all MDAD security requirements including background checks, security badges, specialized aviation-related insurance requirements, etc. For contractors that do not already comply with MDAD's security requirements, MDAD may, at its sole discretion, consider making these security-related expenses reimbursable. Upon the award, the awarded contractor will have up to sixty (60) calendar days to provide a copy of the security badges with the Customs Seal to MDAD/MPEC Division. If, after issuance of the NTP the contractor still is non-compliant with this requirement, MDAD will not issue any Work Order until the security badges with the Customs Seal is secured by the contractor for up to the next thirty (30) calendar days. If the Contractor fails to secure and provide a copy of the required

Badges with a Customs Seal at the end of the additional thirty (30) calendar days, Contractor may be terminated for default as established in Section 1 of the General Terms and Conditions, Article 1.20 (Termination for Default) of the MCC 7360 contract. MDAD reserves the right to suspend non-compliant contractors from participation in the MDAD/MCC 7360 Work-Order Based program.

The following items are reimbursable:

- Actual cost of MDAD identification (ID) badges with a customs Seal
- The Custom Border Protection (CBP) Seal /bond.
- Actual cost of fingerprints.
- The AOA driving training.
- The vehicle Decal necessary to drive in AOA.

All other costs are not reimbursable and if not specifically mentioned in the pay items listed in the Bid Form shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

LIQUIDATED DAMAGES:

If the awarded contractor shall neglect, fail, or refuse to complete the work within the time specified for Substantial Completion in the Notice to Proceed (NTP), then the contractor hereby agrees, as part of the consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$79.29 per day for each calendar day beyond the dates set forth in the NTP and/or Work Order(s). The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. Said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference. Substantial completion does not relieve the contractor of completing the project in its entirety, nor does it obligate the owner to pay the entire contract price. Final acceptance is achieved when a Certificate of Completion (i.e., if required), acceptable warranties, final payrolls, final releases or acceptable Consent of Surety and documentation required in the contract documents has been submitted for approval to the MDAD project manager.

SAFETY:

The awarded contractor is responsible for the safety and security of the job site. Any vandalism, theft, etc. which occurs during the construction time is the responsibility of the contractor. No monetary compensation shall be granted if any of the above occurs. Contractor is required to have proper insurance to cover ongoing work on the job site. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured. Furthermore, the Security Company shall comply with all of MDAD's security, insurance and identification badging requirements. Contractors shall provide an established safety program and implementation policy. Contractor's safety programs shall be reviewed and approved by MDAD post-bid submittal and work orders shall not be issued to any contractor until their safety program is approved by MDAD.

UTILITY CLEARANCES & SHUTDOWNS:

The awarded contractor shall be responsible for obtaining all utility clearances and coordinating all utility shutdowns at least 14 working days before initiating any work. Work shall not commence until all clearances are obtained and shutdown notices sent. Damage to existing equipment, utilities, MDAD or its business partners' property, etc. will be repaired and/or replaced at the contractor's expense. MDAD forms and procedures to obtain utility clearances and/or coordinate shutdowns will be distributed at the mandatory pre-bid conference call.

The contractor shall notify the MDAD PM in writing at least 14 calendar days in advance of any and all traffic interruptions, erection of barriers, utility shutdowns, etc. Notification shall be made in writing and using the appropriate form(s) at least fourteen (14) working days before any activity that may impact the facility and its use. Written approval by the MDAD PM or its assigned representative shall be obtained before the contractor proceeds with such work.

Construction activities which will adversely impact or disrupt the MDAD's ability to use the facility as intended throughout project duration, including but not limited to restrictions in facility access or utilization of existing spaces, shall be coordinated with the MDAD PM and the facility users prior to execution to minimize potential problems and/or hazards during the construction process. Work areas shall be enclosed in 8' or 4' high plywood partition systems, painted white with sheeting attached up to the ceiling to minimize impacts by the construction activities to routine business operations.

DAILY LOG:

The contractor shall maintain a daily log (report) of activity at the job-site. Reports will be submitted to the MDAD PM upon request. Daily reports shall be submitted to the Construction Supervisor at the stipulated progress meeting(s). FAILURE TO SUBMIT DAILY REPORTS AS STIPULATED ABOVE MAY RESULT IN PAYMENT DELAYS.

The contractor will be responsible for all his work until accepted by the MDAD. Any damage to any newly completed or in progress work will be the sole responsibility of the contractor to fix at no additional cost to the MDAD. No time extension will be granted for any delays related to such damages. All existing finishes and areas disturbed by the contractor shall be repaired and or replaced to original condition as directed by the MDAD PM.

PROGRESS MEETINGS:

The MDAD project manager may schedule and host progress meetings throughout the duration of the contract and/or independent work orders. The contractor shall attend each meeting with major subcontractors, contractor's project manager, job superintendent and supplier representatives. Attendants noted above shall cooperate with the MDAD PM to ensure that meetings are held on a timely manner. One of the progress meetings may be designated as a monthly payment requisition review meeting.

Some of the work, such as delivery of materials and equipment, may have to be completed in off-hours (i.e., possibly at night). Specific working hours will be established by the MDAD PM in coordination with MDAD Properties, MDAD Terminal Operations, MDAD Landside Operations and MDAD Terminal Operations as well as any other agency impacted by the work for each work order. In addition, the awarded bidder is responsible for the coordination of the work including but not limited to preparation and obtaining approval for Maintenance of Traffic (MOT) plans from pertinent MDAD Units, delivery of materials, storage at night in designated area(s), planning and preparation of the suitable staging areas with applicable MDAD Units, etc. WORKING DURING HOLIDAYS MAY NOT BE PERMITTED. Please be sure to adjust bid prices accordingly.

Trash and accumulated construction debris shall be removed by the CONTRACTOR from the job-site on a daily or nightly basis and before the end of the work shift. The work area(s) must be fully cleaned and accessible at the end of each work shift. Materials, equipment, trash and/or debris may be temporarily staged and stored at areas assigned by MDAD Operations. Containers, materials, equipment and/or containers must be properly protected, covered and/or sealed to prevent fume impacts to routine business operations.

The contractor shall provide competent English speaking Project Manager/Supervisor/foremen to supervise all phases of work.

A pencil draft walkthrough inspection with the MDAD project manager and/or any other authorized MDAD representative must be coordinated and conducted to verify quantities being billed before submittal of monthly invoices for processing and payment. Quantities being billed shall be strictly based on the accepted distributed work order authorizing work and percentage of completion for each line item. A separate invoice cover page reflecting a distinctive contractor invoice number, the project number, name, general information and invoiced amount shall also be included with all invoice packages. Bidders are notified hereby that all invoices shall include certified payrolls and release or Consent of Surety forms distributed following the mandatory pre-bid conference call for the prime, its subcontractors and/or suppliers. This applies to all Requisitions for Payment. Failure to comply shall result in the invoice being deemed "improper" and delays in payment until all required documentation is received and verified correct.

CONSTRUCTION PROGRESS SCHEDULE:

For each work order, the contractor shall submit a "Construction Progress Schedule" along with the line items breakdown as follows:

Submit a horizontal bar chart with separate bar for each trade, activity and operation on each building, structure and improvement. Include all trades required for completion of project in activities of schedule. Identify the first workday of each week. Please submit schedule in either Microsoft Project or Primavera. Provide electronic copy of schedule or submit via E-mail to the MDAD PM. Revised schedules shall be provided with each application for payment. Revised schedules must reflect all changes since previous submittal. Failure to submit updated schedule may be cause for withholding payment to contractor. Activities detailed within construction schedule shall correlate with all items listed on the applicable work order. The MDAD PM or its approved representative will review and return schedule (approved or rejected) to the contractor. Construction may not be allowed to begin until OWNER has reviewed and approved in writing of contractor's proposed schedule.

PERMITS:

The contractor is responsible for obtaining all permits and paying all related fees needed to begin and complete all phases of work within the dry run approved documents. It shall be the contractor's responsibility to ensure that all required regulatory or proprietary permits are obtained prior to commencement of work. Copies of all permits shall be submitted to MDAD PM before

commencing work. The contractor is responsible for obtaining all permits and inspections required to complete project. The contractor, prior to final requisition for payment, shall obtain and submit a Certificate of Completion and/or Certificate of Occupancy (i.e., as applicable) to the MDAD PM. The contractor shall provide all construction administration services and related costs required for all permits and preparation of all required shop drawings, review, field inspections, as-built drawings, change order review, close out documents and Engineering certificates as required by the AHJs. Bids shall be adjusted accordingly.

SHOP DRAWINGS AND SAMPLES:

The contractor shall submit two (2) copies of all Shop Drawings, catalog cut-sheets and samples (submittals) required. Samples (as applicable) shall provide full range of manufacturer's standard colors, textures, and patterns for selection. All color and finish selections must be submitted by the contractor in a single submittal, properly labeled and identified.

The contractor shall maintain a set of construction drawings on site reflecting all changes, revisions, approved RFIs and/or directives applicable to the changes/modifications. All changes, revisions and/or modifications shall be clearly marked in red on the said drawings before requesting pencil draft walkthrough inspections for processing of payment requisitions. The marked set of drawings shall be readily available at the project site upon request by the MDAD project manager and/or its authorized representative(s).

AS-BUILTS:

The contractor shall provide THREE (3) HARD COPIES and THREE (3) CAD COPIES on CD or SIGNED and SEALED as-built drawings at completion of work. Use the latest version of CAD compiled format. X-REF files are not acceptable. Final requisition for payment will not be processed without submittal and acceptance of as-built drawings. The contractor shall maintain updated Red line as-built drawings at the jobsite for review as part of the Monthly Requisition review meeting. The as-built drawings on site shall reflect all changes, revisions, approved RFIs and/or directives applicable to changes/modifications. All changes, revisions and/or modifications shall be clearly marked in red on the said drawings before requesting pencil draft walkthrough inspections for processing of payment requisitions. The marked set of drawings shall be readily available at the project site upon request by the MDAD PM and/or its authorized representative(s). All projects must have an As-Built completed, received, reviewed and approved as required by the MDAD PM before authorizing final payment to the contractor. The following information must be shown on the As-Builts: The size and locations of all glazing structures, ductwork and/or lines; locations of all turning points and fixtures (elbows, tees, valves, manholes, transformers, junction boxes, etc.) together with all visible improvements (buildings, poles, fence, etc.); top elevations for all turning points and on lines at minimal intervals but not less than at every 20'; all finish floor elevations of all buildings, glazing structures and electrical equipment servicing it, if any, together with all manhole inverts and rim elevations. If as-builts are done for a building, setbacks to the property line must be shown. All of the above locations must be tied to known points on the project site. As-Builts shall be Signed and Sealed by a Professional Surveyor or Professional Engineer.

The awarded bidder shall maintain valid insurance in accordance with the requirements established below, AOA access decals for vehicles, bond(s), MDAD identification badges and shall comply with responsible wages throughout the entire term of the contract.

Document Pickup:	Contact:	James P. Ferreira	Phone No:	305-876-7322	Date:	6/5/2024			
	Location:	After the Pre-bid Meeting							
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	6/5/2024	Time:	10:00 AM		
	Location:	Conference call (see details below)							
Site Meeting:	No	Mandatory:	No	Date:		Time:			
	Location:								
Bid shall be submitted to:	Contact:	James P. Ferreira							
	Address:	4200 NW 22 St. Miami, FL. 33122							
	Email:	jferreira@flymia.com	FAX # :	305-869-4782					
Type of Contract:	Single Trade		Method of Award:	Lowest Responsible Bidder					
Method of Payment:	Scheduled Monthly Payments		Insurance Required:	YES					
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	\$5,000,000.00					
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES					
Prevailing Wage Rate Required:	Building Construction	Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	

SBE-Con. Requirements:	NO	Percentage:	0.00%	SBD Certificate of Assurance Form Required:	NO
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:	\$79.29		
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:	NO	Shop Drawing Included:	NO	Specifications Included:	YES
Anticipated Start Date:	9/16/2024		Calendar Days for Project Completion:	1460	

Comments:

EMPLOY MIAMI-DADE PROGRAM
 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

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM
 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.

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 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 the Office of Small Business Development 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 Office of Small Business Development 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> .

Bids must be submitted in a sealed envelope. The bidder's name, address, the project name and the RPQ number must be indicated on the outside of the envelope. The sealed envelope shall include, at a minimum, the following documents:

1. Bid price using form 5-A, (provided in the bid package).
2. The fully completed Schedule of Prices Supplemental Bid Form.
3. Bid guarantee in the form of a bid bond, certified check, or cashier's check. Failure to submit a bid bond/guarantee shall render the bid non-responsive. This is not a curable deficiency.
4. A Certificate of Assurance (COA) and the Utilization Plan (UP) replace DBD Form 400 (SOI Affidavit). The COA and the UP are reviewed by MDAD Minority Affairs and/or SBD for compliance. One (1) envelope shall be submitted including the completed and executed COA).
5. Fully executed Fair Wage Affidavit.
6. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.

All potential bidders are hereby notified that failure to submit the completed Bid Form – Attachment 5A reflecting the bid amount and bidder information, the completed Schedule of Prices Supplemental Bid Form and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid “non-responsive.” Failure to include the Fair Wage affidavit or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure the said deficiencies and submit the Fair Wage affidavit, etc. within deadlines established by the MDAD PM.

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 **Aviation, Maintenance Department, 4200 NW 22 Street, Bldg 3030, Miami FI 33159**, 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 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.