# **Aviation**

**Maintenance Department** 4200 NW 22 Street, Bldg 3030

Miami, FI 33159



# MIAMI-DADE COUNTY, FLORIDA

**REQUEST FOR PRICE QUOTATION (RPQ)** 

Contract No: MCC 7040 Plan - CICC 7040-0/07

RPQ No: AA062A

This RPQ is issued under the terms and conditions of the MCC 7040 Plan .

**Date Issued:** 11/23/2020 **Bid Date Due:** 1/4/2021 Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: James P. Ferreira **EMail:** JFerreira@miami-airport.com

305-869-4782 Address: MIA Bldg. 3030; 2nd Floor; 4331 NW 22 St. Miami, FL. 33122 Fax:

RPQ Added: 10/23/2020 User Bidder Request: 11/17/2020 Bond Adm./OMB Approval: 11/19/2020 Bidders

**Added:** 11/19/2020

**Project Number:** AA062A Estimated Value: \$81,840.00 SBE-Con. Level: SBE-Con. Level 3

(excluding contingencies and dedicated allowances)

**Project Name:** MIA Fire Hydrant Replacement at Runway 12-30 Emergency: N

**Project Location:** MIA Runway 12-30 ESP:

**Department Contact:** James P. Ferreira Phone No: (305) 876-7322 Fax No: <u>305-869-4782</u> **Project Manager:** Adrian Portal **Phone No:** 3058768315 Fax No: <u>305-869-4782</u>

**Document Pickup: Phone:** 305-876-7322 **Date:** 12/9/2020 Contact: James P. Ferreira

**Document Pickup:** Location: After the Pre-bid meeting

Mandatory: Date: Time: Location:

10:00 AM **PreBid Meeting:** Y 12/9/2020 Υ Conference Call (See Info below)

12/11/2020 10:00 AM Meet at MIA Bldg. 3030, 2nd Floor Conference Room #1 (Wing Υ Site Meeting: Y

C)

\$81,840.00

Type of Contract: Single Trade Method of Award: Lowest Responsible Bidder

Performance/Payment Bond Required: N Bid Bond Required: N Insurance Required: Y

Addition Insurance Required: Y **Addition Insurance Amount:** \$5,000,000.00

CIIP Funded: Funded or reimbursed by LAP Agreements with FDOT: N

> \$0.00 AIPP: N

Comm Dist: District 6 Davis Bacon: N

Prevailing Wage Rate Requirements: Highway Construction SBD Certificate of Assurance Form Required Y

SBE-Con. Requirements: Y Trade Set-a-side: N 100.00%

SBE-S Requirements: N 0.00% SBE-G Requirements: N 0.00% DBE Subcontract Forms Required: N DBE Requirements: N 0.00%

CWP Requirements: N 0.00%

Trade: <u>Underground Utility / Excavation (Primary)</u>

**Anticipated Start Date:** 4/5/2021 Calendar Days for Project Completion: 150

Liquidated Damages / \$\$ Per day: Y \$335.49 Method of Payment: <u>Scheduled Monthly Payments</u>

**MCC ESTIMATE CAPITAL BUDGET PROJECT # - DESCRIPTION** 

2000000068- MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE

**SUBPROGRAM** 

**FUNDING SOURCE:** 

SOURCE PROJECT NUM SITE# **MCC ESTIMATE** Reserve Maintenance Fund 2000000068 #3000091 \$81,840.00 Awarded To: DIP SUPPLY, LLC SBE-Con. Exp Date: Paid Amt: \$0.00

Collusion Affidavit Received: Y Date Collusion Affidavit Received: 1/4/2021

Date Dept Awarded: 1/8/2021 Date Award Letter: 1/8/2021 PO Approval Date:

 Base Amt:
 \$67,753.00
 Cont Amt:
 \$6,775.30
 Ded Amt:
 \$5,000.00
 Award Amt:
 \$79,528.30

Insurance: ISD Reviewed: Date Approved: GL Ins Exp Dt:
P & P Bond: Risk Approved: Date Approved: WC Ins Exp Dt:
AL Ins Exp Dt:

Scope of Work: (Contractor must obtain and submit all permits prior to performing any work.)

The Scope of Work includes, but is not limited to, providing all labor, equipment and materials required to replace an existing fire hydrant near the end of Runway 12-30 at Miami International Airport.

CONTRACTOR shall review all documents and scope of work provided by MDAD for work to be completed. Please refer to the Plans for further description of the scope of work.

Contractors must agree to perform all work in accordance with the scopes of work established by MDAD, the MCC 7040 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. Any minor variation in the scope of work that is necessary to complete the intended work shall be considered incidental and will not warrant additional compensation. Any major variation encountered in the scope of work that is necessary to complete the intended work will be additional work and will be compensated through a contingency allowance account, dedicated allowance account, or change order. However such major variation shall be completed without delay. 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 RPQ Bid Form – Attachment 5A.

#### LICENSE:

Note: Pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, selected Contractors must possess a valid, current, and active State of Florida and/or Miami-Dade County contractor's license issued by the County's Construction Trades Qualifying Board and which is consistent with the requirements of their respective trade and the scope of work.

## **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. 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 unit prices.

## MDAD ENVIRONMENTAL POLICY:

Compliance with the Aviation Department (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 prebid meeting. The awarded bidder shall comply with all requirements listed on the project plans, specifications and/or distributed separately following the mandatory pre-bid meeting.

## 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. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured. Contractors shall provide an established safety program and implementation policy. Contractors' 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.

## 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 \$335.49 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.

#### **SECURITY REQUIREMENTS:**

Valid MDAD identification (ID) badges with a U.S. Customs Seal will be required as well as vehicle decals to enter airside. The selected contractor and their employees must comply with all MDAD security requirements including background checks, security badges, specialized aviation-related insurance requirements, etc. 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 the Contractor fails to secure and provide a copy of the required Badges with the Customs Seal after thirty (30) calendar days following the issuance of the NTP, 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 7040 contract.

## **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. 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 following the mandatory pre-bid meeting.

### REQUEST FOR INFORMATION:

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed in writing to the MDAD project manager with a copy to the Clerk of the Board (clerkbcc@miamidade.gov). The deadline to submit RFIs is no later than five (5) working days before the bid opening date and time specified on the RPQ and Invitation to Bid. 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.

# MINIMUM QUALIFICATIONS AND EXPERIENCE:

The selected SBE-Construction contractor must possess:

- 1. Contractors must be certified SBE-Construction and registered to participate in the MCC 7040 Plan with ISD's Procurement Management Division;
- 2. Contractors must hold a valid license required to perform work in the following trade: Underground Utility / Excavation License.
- 3. Contractors must have a minimum of 5 years' experience performing work in their specific trade. In the event a new firm is established by executives, supervisors and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, MDAD reserves the right to qualify the new firm, based on MDAD's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm.
- 4. Contractors must be able to demonstrate that their firm or its key employees, as described above, have experience performing their respective trade within the company's noted history. Specifically contractors must submit proof that their respective firms have been regularly and successfully engaged in work related to their specific trade for a minimum of one (1) year. These requirements shall be based on projects completed prior to the submission date. Contact information for projects and/or firms submitted as proof of experience shall be provided by prospective contractors as part of their bid package. MDAD will confirm the listed experience by calling the firms' owners or representatives. Should such evidence not be satisfactory to MDAD, whose decision shall be final, the submission will be considered non-responsive. The qualifying proof with names and phone numbers shall be submitted in a sealed envelope at the time of bid.
- 5. 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.

# 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.

### CERTIFICATE OF ASSURANCE:

Bidders must submit a completed Certificate of Assurance (COA) along with the Bid Submittal Package identifying the Small Business Enterprise (SBE) measure. By submitting a completed COA the bidder acknowledges the Small Business Enterprise (SBE) measures applied to the project and agrees to submit, upon notification by SBD or the Miami-Dade County Business Management Workforce System (BMWS), a Utilization Plan via BMWS listing all certified SBE contractor(s) to be utilized to satisfy the measures on the Project, indicating the percentage of work and the description of the work to be performed (pursuant to the firm's certification), within the specified time frame, before the Utilization Plan may be submitted to SBD for approval. Bidders can confirm a SBE-CON certification via BMWS at http://mdcsbd.gob2g.com/.

Place the completed COA(s) on top of the bid package so that it can be readily identified by the Department during the bid opening.

# MANDATORY PRE-BID MEETING CONFERENCE CALL AND SITE VISIT:

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 conference call. Failure to participate in the MANDATORY conference call 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: 305-876-8333Meeting ID: 5762555Passcode/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.

Bidders are responsible for attending the mandatory pre-bid meeting conference call and site visit.

#### BID BOX:

The bid box is located in the hallway between Conference 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.

# **BID SUBMITTAL:**

All quantities provided with the bid documents are estimated quantities based on the project scope of work. It is the bidder's responsibility to confirm any and all estimated quantities or amounts reflected on the bid documents to generate a "responsive and responsible" bid. Errors, omissions and/or discrepancies in quantities shall be brought-up to the attention of the MDAD team via the request for information (RFI) process during the bidding phase. Failure to confirm estimated quantities shall not constitute grounds for subsequent change orders. Bidders are responsible for all costs related to permitting, preparation of required shop drawings, special inspections, preparation of as-built drawings, close-out documentation and/or any engineering certificates required.

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 is ten percent of the subtotal of all quantities provided on the Bid Form.

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.

Dedicated Allowance Account: for other unforeseen conditions (permitting, plan revisions, existing utility relocations, utility company service fees), construction changes and for quantity adjustments. The Dedicated Allowance Account is fixed at

\$5,000.00. 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.

Bid Documents shall be distributed following the MANDATORY Pre-Bid Meeting (see date and time above). Potential bidders are hereby notified that some of the documents that will be distributed following the mandatory pre-bid meeting possibly contain sensitive security information (SSI). Accordingly, please comply with the standards for access, dissemination, handling & safeguarding of SSI in accordance with 49 CFR Part 1520, any applicable amendments and/or supplementary guidance(s) issued by the Department of Homeland Security. Bid Documents 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 Bid Form Attachment 5A.
- 2. Fully executed Fair Wage and Collusion Affidavit.
- 3. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.
- 4. Internal Services Department (ISD) Division of Small Business Development's (SBD) Certificate of Assurance (COA) Form.

All potential bidders are hereby notified that failure to submit the completed Bid Form and Attachment 5A reflecting the bid amount and bidder information, and/or COA will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the Fair Wage and/or Collusion affidavits, Addendum or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure these deficiencies within deadlines established by MDAD staff.

Recommendation for Award is contingent to availability of proper funding.

## CONSTRUCTION PROGRESS SCHEDULE:

The contractor, within seven days of the Recommendation for Award or time extension granted by the MDAD PM, shall submit a "Construction Progress Schedule" and the final "Schedule of Values" as follows:

The Construction Progress Schedule shall be in a bar chart format with separate bars 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. Provide electronic copy of schedule or submit via E-mail to the MDAD PM. Updated schedules shall be provided with each application for payment. Updated 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 within Schedules of Values. OWNER will review and return schedule (approved or rejected) to Contractor. Construction may not begin until OWNER has reviewed and approved in writing of Contractor proposed schedule.

# **DAILY LOG:**

CONTRACTOR shall maintain a daily log (report) of activity at job-site. Reports will be submitted to the MDAD project manager 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. 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 owner. No time extension will be granted for any delays related to such damages. All existing finishes and areas disturbed by CONTRACTOR will be repaired and or replaced to original condition as directed by OWNER.

#### PROGRESS MEETINGS:

The MDAD project manager will schedule and host progress meetings throughout the duration of the project. The contractor shall attend each meeting with major subcontractors, contractor's project manager, and 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.

### PERMITS:

CONTRACTOR is responsible for obtaining all applicable permits and paying all related fees needed to begin and complete all phases of work within the plans. 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 prior to commencing work. 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., if applicable) to the MDAD PM.

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, change order review, and close out documents, engineering certificates as required.

# 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:

CONTRACTOR shall provide THREE (3) HARD COPIES and/or THREE (3) CAD COPIES on CD of 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. CONTRACTOR shall maintain updated Red line as-built at the jobsite for review as part of the Monthly Requisition review meeting. All projects must have an As-Built completed, received, reviewed and approved by the Miami-Dade Aviation Department prior to authorizing final payment to the consultant or contractor. As-Built shall be Signed and Sealed by a Professional Land Surveyor or Professional Engineer.

Design Drawings Included: Y Shop Drawings Included: Y Specifications Included: Y

Project Qualifier: Ana Finol, P.E.Phone No: 305-876-8310EMail: AFinol@miami-airport.com

### Comments:

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

All Projects, where the prices received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

#### SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM REQUIREMENTS:

In accordance with Sections 2.25 and 2.33 (E) of CICC 7040-0/07 this Project is considered a single trade or primarily single trade project. Primary Trade related work shall not be subcontracted. If ancillary (trade) work is required to complete this Project you may contract with a subcontractor with approval from the contracting Department and the Internal Services Department, Small Business Development Division (SBD). All subcontractors must be certified SBE-CONS firms and approval given by SBD prior to any work beginning.

PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY: The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to,: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128