



VOLUME I OF III



MIAMI-DADE AVIATION DEPARTMENT

MIAMI-DADE COUNTY

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DISTRICT 13

Geri Bonzon-Keenan
County Attorney

Ralph Cutié
Aviation Director

BID No. U010D-1

Bid Title: MIA SATELLITE E NEW CHILLER PLANT

CONTACT FOR THIS SOLICITATION:

La'Veora McArthur
Aviation Senior Procurement Contracting Officer
4200 NW 36 Street, Miami, Florida 33166
Telephone: (305) 869-4492
E-mail: LMcArthur@flymia.com

ADVERTISEMENT FOR BIDS

BID NO.: U010D-1

PROJECT NAME: MIA SATELLITE E NEW CHILLER PLANT

1. BID SUBMITTAL

Sealed Bids for the Project will be received for and on behalf of Miami-Dade-County Aviation Department, Procurement & Materials Management Division, 4331 N.W. 22nd Street, Building 3040, Miami, Florida 33122 until **2:00 P.M. EST on October 11, 2024** or as modified by addendum, at which time all Bids will be taken to Building 5A, 4200 N.W. 36th Street, 2nd Floor, Conference Room G, Miami, Florida 33166, publicly opened and read aloud. Bids received after the time and date specified will not be considered. The County reserves the right to postpone or cancel the Bid opening at any time prior to the scheduled opening of Bids. Bidders are invited to be present. The responsibility for submitting bids on or before the stated time and date specified is solely the responsibility of the bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the bidder(s).

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the proposal due date and time. The County will only consider the latest version of the bid. Each submitted bid shall stand on its own, without reference to or incorporation of materials or documents contained in previously submitted bids.

All Bids must be submitted as set forth in the Bid Documents. The County reserves the right to reject any or all Bids, to waive informalities and irregularities, or to re-advertise the project. The County, by choosing to exercise its right of rejection, does so without the imposition of any liability against the County by any and all Bidders.

2. BID GUARANTY

Each Bid must be accompanied by a Bid Guaranty of not less than five percent (5%) of the Total Bid in a manner required by the Instructions to Bidders. No Bid may be withdrawn after the scheduled closing time for the receipt of Bids for a period of one hundred and eighty (180) days. The County reserves the right to reject any or all Bids, to waive informalities and irregularities, to reject all Bids, or to re-advertise for Bids.

3. SCOPE DESCRIPTION

Miami-Dade County, as represented by Miami-Dade Aviation Department ("MDAD") requires the services of a general contractor to provide construction services including, but not limited to project management, onsite supervision, labor, material, tools, equipment, trade subcontractors, licenses, permit, overhead, profit, etc. in accordance with the following documents referred to herein as contract bid documents.:

1. Section 01010 - Summary of Work
2. Section 133419 - Modular Central Plant
3. Volume II – Division Specifications
4. Volume III – Technical Specifications
5. Location Map

The Scope of the MIA Satellite 'E' New Chiller Plant project consists of the construction of a modular type building to house two new 575-ton water cooled glycol chillers, associated pumps, and condensers. Scope also includes partial replacement to the distribution piping system, replacement of piping insulation and

new controls. Once the new plant is installed, the existing central plant and the temporary plant will be disconnected and decommissioned by the Contractor.

4. LICENSING REQUIREMENTS

A Bidder must hold at the time its bid is submitted:

A. A General Contractor License is required.

A current valid certificate(s), as listed below, qualifying the Bidder to perform the work contemplated by these Contract Documents. Failure to hold the appropriate certificate(s) at the time this Bid is submitted shall render the Bid non-responsive.

- 1) A Certificate of Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Fla. Stat.; and hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or
- 2) Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to 489.117, Fla. Stat.; and, hold a Certification of Competency as a General Contractor issued by the Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or
- 3) A Certificate of Registration as a Building Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to 489.117, Fla. Stat.; and, hold a Certification of Competency as a Sub-General Contractor or Building Contractor issued by the Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code;

In addition to the preceding:

Bidder or Subcontractor(s) shall also hold a State of Florida Certified Mechanical Contractor license; and

- 1) Bidder or Subcontractor(s) shall also hold a State of Florida Certified Plumbing Contractor license; and

B. If a Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid.

Failure to comply with the provisions of this Article at the time this bid is submitted, shall render the Bid non-responsive.

5. BID DOCUMENTS

The following bid documents are available via a link: [U010D-1 MIA Satellite E New Chiller Plant](#)

6. PRE-BID CONFERENCE (Non-Mandatory but Highly Recommended)

The Miami-Dade Aviation Department will hold a Highly Recommended Pre-Bid Conference, on **September 20, 2024, at 10:00 am at Miami International Airport, 4200 NW 36th Street, Building 5A, 2nd Floor**, for all interested parties. It is the policy of Miami-Dade County to comply with all the requirements of the Americans with Disabilities Act (ADA). For sign language, interpreter services, material in accessible format, other special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at (305) 876-7747 or JAMarin@miami-airport.com.

7. SITE VISIT

The Site Visit will be held following the Pre-Bid Conference. Any person visiting the Ramp level must hold an MDAD ID badge. If the person does not have a badge, then the request for temporary badge shall be made 72 hours in advance by submitting a copy of the driver license, date of birth, and the last four (4) numbers of their Social Security number. A maximum of two (2) visitors per company will be allowed to participate in the Site Visit.

The following is required to be approved to participate:

1. Liability Waiver

Requests to participate in the Site Visit should be sent via email before September 16, 2024, to the County's Procurement Contracting Officer (email: LMcArthur@flyMIA.com) and copy to Clerk of the Board (email: clerk.board@miamidade.gov). The following information should be included in the email:

1. Names of the individual(s) and Company participating in the Site Visit.
2. Liability Waiver

The County reserves the right solely to determine who is approved for the Site Visit.

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. It is the policy of the County that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts whenever the work under the Contract is financed in whole or in part with Federal funds.

B. Contractor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

C. Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

D. **Prompt Payment (49 CFR § 26.29)–**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

E. **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward

deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

- F. Disadvantaged Business Enterprise – Construction participation goal for this project is: 7.57%

9. BID IS SUBJECT TO THE FOLLOWING PROVISIONS AMONG OTHERS

- A. Davis Bacon Act is applicable.
- B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity:

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: *[Refer to Section F above]*

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the “covered area” is Florida, Miami-Dade County.

C. The Contractor's compliance with the Executive Order and the regulations in 41CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of a minority or female employee or trainee from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

D. Pursuant to Miami-Dade County Code Section 2-11.1(t), a “Cone of Silence” is imposed upon RFPs, RFQs or bids after advertisement and terminates at the time the County Mayor issues a written recommendation to the Board of County Commissioners or a Notice of Contract Award Recommendation, whichever comes first. The Cone of Silence prohibits communications regarding RFPs, RFQs or bids between potential vendors, service providers, bidders, lobbyists, or consultants and the County’s professional staff, including but not limited to the County Mayor and the County Mayor’s staff. A Cone of Silence is also imposed between the Mayor, County Commissioners or their respective staffs and any member of the County’s professional staff.

E. The provisions of Miami-Dade County Code Section 2-11.1(t) do not apply to oral communications at pre-bid conferences, oral presentations before selection committees, oral communications with the Procurement Contracting Officer, as published by the Office of the Mayor Small Business Development (SBD) in their weekly Cone of Silence Project Information Report, for administering the procurement process, Contract negotiations during any duly noticed public meetings, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. Bidders or proposers must file a copy of any written communication with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. For these purposes, public meetings include those which may be organized by remote means in accordance with the terms of this invitation to bid.

F. In addition to any other penalties provided by law, violation of Miami-Dade County Code Section 2-11.1(t) by any bidder or proposer shall render any RFP award, RFQ award, or bid award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Bidders or Proposers should reference the actual Ordinance for further clarification.

G. The County shall not be responsible for any modifications or alterations made to the Bid Documents or to the Contract Documents other than those made by Addendum, Change Order, or Work Order. Any purchase of partial sets of documents shall be at the purchaser’s risk.

H. Pursuant to Miami-Dade County Code Section 2.8-1 (d), a Bidder shall have on file, prior to contract award a duly executed Affirmation of Vendor Affidavits with the Strategic Procurement Department, to be maintained with the bidders vendors registration file. The Bidder is responsible for completing the Vendor Registration Package, including all affidavits by visiting the following website: <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, Florida 33128, (305) 375-5773.

Miami-Dade County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

10. SOLICITATION LANGUAGE

This solicitation may include the words "bid", "proposal", "offer" or "submittal". These words are used interchangeably in reference to all offers submitted in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid. Additionally, this solicitation mentions words such as bidder, proposer, contractor, respondent, or vendor; all these refer to the company/vendor submitting a response to this solicitation.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF BIDS

1.1 Bid Submittal: Sealed Bids for the Project will be received for and on behalf of Miami-Dade County Aviation Department, Procurement & Materials Management Division, 4331 N.W. 22nd Street, Building 3040, Miami, Florida 33122 **until 2:00 P.M. EST on October, 11, 2024**, or as modified by addendum, at which time all Bids will be taken to Building 5A, 4200 N.W. 36th Street, 2nd Floor, Conference Room G, Miami, Florida 33166, publicly opened and read aloud. Bids received after the time and date specified will not be considered. The County reserves the right to postpone or cancel the Bid opening at any time prior to the scheduled opening of Bids. Bidders are invited to be present. The responsibility for submitting bids on or before the stated time and date specified is solely the responsibility of the bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the bidder(s).

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the proposal due date and time. The County will only consider the latest version of the bid. Each submitted bid shall stand on its own, without reference to or incorporation of materials or documents contained in previously submitted bids.

1.2 All bids shall be submitted on the forms provided by the County. All applicable blank spaces in the Bidding Documents must be filled in legibly. The Plans and Project Manual should not accompany the bid. Copies of all required forms for the submission of Bids are also included in the Bid Documents.

1.3 The Bidder shall specify unit price(s), and the amount(s) for each bid item. Failure to list a unit price on any of Items 1-12 on the "Schedule of Prices Bid" Form, shall be deemed to be a bid of zero dollars (\$0) for that item number.

1.4 In the case of unit price items, the estimated quantities of unit price work to be done and materials to be furnished under this Contract, shown on the Bid Form, are to be considered as approximate and are only to be used for the comparison of Bids received. The County does not expressly or by implication represent that the actual quantities involved will correspond exactly to the estimated quantities. Payment to the Contractor will be made only for the actual quantities of unit price work performed or material furnished in accordance with the Contract Documents. It is understood that the quantities may be increased or decreased as provided in the Contract Documents without in any way invalidating the unit bid prices.

1.5 Bidders must Bid on specified Alternate Bid Items (if any) shown on the Bid Form.

1.6 The Bidder will be required to submit the following information with its Bid, in order to be deemed responsive:

- A. DBE Utilization Form/Letter of Intent
- B. DBE Contractor Participation Form
- C. Bidder and Subcontractor's Information Form

Provided the Bidder shall have submitted completed forms and information required by these Provisions, and its Bid is otherwise responsive to the solicitation, a Bidder shall be provided an opportunity, to participate in the proceedings set out in this Provision. The Bidder's failure to submit completed forms and information required by these Provisions can neither be cured by supplementary submittals and testimony at hearings nor shall the non-responsiveness of the bid on account thereof be waived, negotiated, or

compromised.

1.7 In order to participate as a DBE on this Contract, a DBE must be certified by FLUCP at the time of Bid Submittal. Participating DBEs shall maintain their DBE Certifications current and shall immediately notify the County if they become ineligible for DBE certification.

Application for certification as a DBE may be obtained by contacting the Florida DOT Equal Opportunity Office located at FLUCP 605 Suwannee Street, MS 65 Tallahassee, Florida 32399-0450. Telephone (850) 414-4745 or their Website: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>. Small Business Development (SBD), a unit of the Office of the Mayor, is a certifying member of Florida Unified Certification Program (FLUCP) and can also be contacted for DBE certification. SBD is located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111 or visit their website at: <https://mcdsbd.gob2g.com/>.

In order to assist bidder compliance with any established goal for this solicitation, participating certified DBE firms may be reviewed at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>. The Florida UCP updates the certification data every twenty-four (24) hours and revises the database regularly. The database lists the firm's name, address, phone number, date of most recent certification, certifying agency and type of work the firm has been certified to perform.

Each Bidder whose bid does not meet the specified DBE goal(s), must submit documentation demonstrating good faith efforts at the time of bid submission as outlined in the DBE Contractor Participation Provisions in Special Provisions 1.

1.8 Vendor (Contractor) Registration: Pursuant to Miami-Dade County Code Section 2.8-1 (d), a Bidder shall have on file, prior to contract award a duly executed Uniform County Affidavit with the Miami-Dade County Strategic Procurement Department, to be maintained with the bidders vendors registration file. Within ten (10) days of notification of the intent to recommend for award, the Bidder shall submit to the Owner a completed Affirmation of Vendor Affidavits form, which is included in the Condition of Awards Requirements Section.

1.9 Collusion Affidavit: In accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code, the successful bidder shall submit, as a condition of award, an executed Collusion Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). Any bidder that fails to submit the required affidavit shall be ineligible for award.

1.10 Pursuant to Chapter 119.071 subsection (3)(b) of the Florida Statutes and, where applicable, Chapters 281.301 and 331.22 of the Florida Statutes, the plans and technical specifications that form a part of this bid solicitation are exempt from the provisions of subsection (1) of Chapter 119.07 and s. 24(a), Article I of the State Constitution. Access to these plans and technical specifications shall be governed by the requirements of Chapter 119.071 subsection (3)(b) and any other local, state or federal law or regulation that may be applicable.

1.11 Telephone Logs: Pursuant to Miami-Dade County Code Section 11A-43(4) each Bidder must maintain telephone logs of all phone calls to and from Subcontractors and suppliers. These logs shall contain the name of the Subcontractor or supplier, the time and date of the call, the names of the persons contacted, a description of the Work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Such logs shall be made available to Owner personnel.

1.12 Subcontracting Policies: All successful bidders/respondents on this Contract if Subcontractors

may be used shall be subject to and comply with Miami-Dade County Code Section 2-8.8(4), requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- A. notifies the broadest number of local Subcontractors of the opportunity to be awarded a subcontract;
- B. invites local Subcontractors to submit bids in a practical, expedient way;
- C. provides local Subcontractors access to information necessary to prepare and formulate a subcontracting bid;
- D. allows local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidders requirements; and
- E. awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidders stated objectives.

All bidders/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/Respondents who fail to provide the required statement shall preclude the bidder/respondent from receiving the Contract.

1.13 Subcontractor Listing: In accordance with Miami-Dade County Code Section 10-34 all successful bidders and proposers on County construction contracts which involve the expenditure of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier Subcontractors who will perform any part of the Contract Work and describes the portion of the Work such Subcontractor will perform, and all suppliers who will supply materials for the Contract Work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the Contract shall not change or substitute first tier Subcontractors or direct suppliers or the portions of the Work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

1.14 Affirmative Action: As a condition of receiving a County Contract, the successful bidder must demonstrate that their employment and procurement practices do not discriminate against minorities and women. Unless waived by the County Commission upon written recommendation by the County Mayor that it is in the best interests of the County to do so, no Contract will be awarded unless and until the successful bidder is in compliance with Miami-Dade County Code Section 2-8.1.5.

1.15 Clearinghouse: The Contractor is hereby advised of Resolution Nos. R-937-98, R-1145-99 and R-1395-05, Clearinghouse for Posting Notice of Job Opportunities Resulting From the Construction of Improvements on County Property. The procedures direct the Contractor to deliver a notice of job vacancy(ies) created as a result of this construction work to the Office of the Mayor Small Business Development (SBD), 111 NW 1st Street, 19th Floor, Miami, FL 33128. The job vacancy notices should be delivered within ten (10) working days following award of the Contract and throughout the duration of the Contract as vacancies may arise. Small Business Development, a unit of the Office of the Mayor will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of Resolution Nos. R-937-98 and R-1145-99. For the convenience of the Successful Bidder, a copy of the Clearinghouse procedures and of the Job Clearinghouse Form are included in the Condition of Award Requirements Section.

1.16 Conflict of Interest: Pursuant to Miami-Dade County Code Section 2.11.1, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her

immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County, as long as (1) entering into the Contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject Contract requirements or awarding the Contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the Contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Dade County, if the employee works in the county department that will enforce, oversee or administer the subject Contract.

Any autonomous personnel, quasi-judicial personnel, advisory personnel, or County employee, all as more particularly defined in the code of Miami-Dade County, Florida Section 2.11.1(b), shall seek a conflict of interest opinion from the Miami Dade County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application of any type to Contract with the County by the person or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

1.17 Final Bid Takeoff: Pursuant to Miami-Dade County Code Section 21-265, the successful bidder shall maintain a final bid takeoff; that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract.

1.18 Americans with Disabilities Act: Pursuant to County Resolution No. R-182-00 amending Resolution No. R-385-95, successful bidders/respondents shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, the Fair Housing Act as amended, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void. If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

1.19 Family Leave: Pursuant to County Resolution No. R-183-00 amending Resolution No. R1499-91, successful bidders/respondents shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County Family Leave Ordinance. Bidders/Respondents who fail to provide the required certification shall preclude the bidder/respondent from receiving the Contract. Any violation of this ordinance may result in debarment.

1.20 Domestic Leave: Pursuant to County Resolution No. R-185-00, successful bidders/respondents shall, as a condition of award, provide written certification that the firm is in compliance with the Domestic

Leave Policy, Miami-Dade County Code Sections 11A-60 through 11A-67. Bidders/Respondents who fail to provide the required certification shall preclude the bidder/respondent from receiving the Contract. Failure to comply with the requirements of this Resolution as well as Miami-Dade County Code Sections 11A-60 through 11A-67 may result in the Contract being declared void, the Contract being terminated, and/or the firm being debarred.

1.21 Miami-Dade County Vendor Obligation to County: Pursuant to Miami-Dade County Code Section 2-8.1(h), contained in the Miami-Dade County Vendor Registration Package, is verification that the individual or entity submitting a bid is current in its obligations to the County and is not otherwise in default of any County Contract. Any Contract or transaction entered into in violation of this Section shall be voidable. The failure to meet the terms and conditions of any repayment schedule shall constitute a default of the subject Contract and may be cause for suspension, termination, and debarment, in accordance with the terms of the Contract and the debarment procedures of the County.

1.22 Currently Due Fees and Taxes: Pursuant to Miami-Dade County Code Section 2-8.1(c), it shall be a condition of award that the successful bidder shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and local business tax - collected in the normal course by the Miami-Dade County Tax Collector, as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the successful bidder, have been paid. Failure to comply with this policy may result in debarment.

1.23 Felony Convictions: Pursuant to Miami-Dade County Code Section 2.8.6, any individual who has been convicted of a felony during the past ten (10) years, and any corporation, partnership, joint venture, or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission. Failure to disclose such conviction may result in debarment for those persons or entities that knowingly fail to make the required disclosure or falsify information.

1.24 Drug Free Workplace: No person or entity shall be awarded or receive a County contract for public improvements unless such person or entity make it a condition of award that it will provide a drug free workplace and comply with Sec. 2-8.1.2 of the Code of Miami-Dade County. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

1.25 Code of Business Ethics: As a condition of award, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") that complies with the requirements of Miami-Dade County Code Section 2-8.1(i).

1.26 Community Workforce – INTENTIONALLY OMITTED

1.27 Public Entity Crimes: Pursuant to Section 287.133 (2) (a) Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on this Contract.

1.28 Lobbyist: In accordance with Section 2-11.1(s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of a bid as evidence that a bidder is not a responsible Bidder. Refer to Special Provision 4 for Lobbyist Rules.

Please contact the Miami-Dade County Commission on Ethics and Public Trust at (305) 579-2954 or at ethics@miamidade.gov if you have any questions or require clarifications associated with the County's lobbying registration process and/or requirements.

1.29 Federal Insurance Requirements (if applicable): The Bidder shall provide with their Bid a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the Bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

Third Party Coverage: As the bidding documents require the Contractor to name the Owner as additional insured, the Bidder shall also show the premium cost for the additional insured in the Bid. This additional premium cost shall be that amount of additional premium above the premium for the coverage shown in the Certificate of Insurance submitted with their Bid.

1.30 Pursuant to Resolution No. R-1462-95, any representation made to the Board of County Commissioners on a bidder's behalf at the time the Board considers award of the Contract, the award of the Contract to such bidder shall be deemed inclusive of all such representations.

1.31 Sustainable Buildings Program – This project shall adhere to “Maximum Measures” as defined by the Sustainable Buildings Program Ordinance (07-65). Sections 9-71 through 9-75 of the Code, together with Implementing Order 8-8 (IO 8-8), constitute the “Sustainable Buildings Program”. The Contractor shall implement Maximum Measures in the construction of this project when the opportunities to utilize resource-efficient and environmentally responsible processes and material arise. These best practices shall be incorporated into all phases to maximize long-term life-cycle sustainability and resiliency. In addition, for this project, the Contractor shall review and follow the County's “Green Procurement Guidelines” and ensure all products are compliant with the County's guideline.

1.32 Scrutinized Companies for Activities in the Iran Terrorism Sectors List: The successful bidder shall submit, as a condition of award, an executed Scrutinized Companies with Activities in the Iran Terrorism Sectors List Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). By executing this affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

1.33 Subcontractors Payment Report: In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the Owner as a condition of final payment under a contract, the Contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the Contractor intends to pay less than the subcontract amount, the Contractor shall deliver to the Owner a statement explaining the discrepancy or any disputed amount. The Owner shall provide the County accordingly with a copy of the statement explaining the discrepancy or any disputed amount.

1.34 Environmental Protection: The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Miami International Airport is certified ISO 1 4001 an environmental management system (EMS). ISO 14000 is a series of environmental management standards developed and published by the International

Organization for Standardization (ISO). The ISO 14000 standards provide a guideline or framework for organizations to systematize, improve and maintain their environmental management system.

A Notice to Proceed (NTP) will not be issued by MDAD, and no contracted work will be authorized by MDAD until the EMS training module has been completed by current and projected employees and subcontractors. The Contractor/Supplier's failure to provide the Contractor Supplier ISO 14001 Awareness Form and Contractor/Supplier General ISO Awareness Information Handout (Condition of Award Requirements), or to comply with the terms, shall constitute a default of the subject contract and may be cause for suspension or termination, in accordance with the terms of the Contract.

1.35 Access to Public Records: 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 MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

1.36 Employment Eligibility Verification (E-Verify): By entering the Contract, the Contractor 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 Contractor 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 Contractor, 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 Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination, and the Contractor 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.

1.37 Accounts Receivable Adjustments: 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.

1.38 Contractor Due Diligence Affidavit: Pursuant to Resolution R-63-14, the Successful Bidder, shall as a condition of award of any contract that exceeds \$1,000,000, execute the Contractor Due Diligence Affidavit, relating to its responsibility.

2. REQUIRED BIDDING DOCUMENTS

2.1 All Bidders must submit the following Bidding Documents, properly and completely executed as part of their Bid. It is the responsibility of each Bidder to verify that all required Bidding Documents were included in their submission:

- A. Bid Form
- B. DBE Utilization Form/Letter of Intent
- C. DBE Contract Participation Form
- D. Bidder and Subcontractor's Information Form
- E. Bidders Single Execution Affidavits consisting of the following affidavits:
 - 1. Public Entity Crimes Affidavit
 - 2. Criminal Record Affidavit
 - 3. Bidder's Affidavit In Compliance With Florida Trench Safety Act
- F. Certification of Compliance with FAA Buy American Preferences – Equipment/Building Projects
- G. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- H. Bid Guaranty (Bid Bond), (Cashier's or certified check) – see item 8, Bid Guaranty, of these instructions
- I. Insurance Requirements – (a. list of automobile & personal liability insurance coverage currently in force; b. copy of the Certificate of Insurance verifying coverage; c. statement of premium cost issued by the agent/carrier for respective coverage; d. documentation reflecting the additional premium cost).
 - a. General liability insurance in an amount not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death and/or property damage, not to exclude Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - b. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
 - c. Automobile Liability Insurance: Automobile liability insurance, which shall apply to all owned, non-owned, leased and hired automobiles used in connection with the work, in the amount of no less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage for each accident, and \$5,000,000 if operating vehicles on the Airfield Operations Area, combined single limit for bodily injury and property damage liability.
 - d. Contractors Pollution & Pollution Legal Liability- not less than \$2,000,000 covering site assessment, site clean-up, third party claims and remediation expenses including, but not

limited to governmental claims, legal defense costs, charges and expenses arising from any on-site and off-site loss, damage, expense or claim related to the release or any threatened release of Hazardous Material.

2.2 The submittal of all the items under this article plus the following Sections which are also part of the Contract Documents shall bind the Bidder to all the Provisions of the entire Contract Documents:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Contract Summary, Schedule of prices Bid and Bid Submittal data.
- D. Surety Performance Bond (equivalent to one hundred percent (100%) of the Contract amount, including all allowances)
- E. Surety Payment Bond (equivalent to one hundred percent (100%) of the Contract amount. Including all allowances)
- F. General Conditions
- G. Special Provisions
- H. Division 1
- I. Technical Specifications
- J. Contract Plans
- K. All Addenda

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 It shall be the responsibility of the Bidder to examine all the Contract Documents and Project site, to become fully informed of the conditions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished, and of the operational activities of the Airport, which activities must be maintained without interference from this Work.

3.2 The records of borings, test excavations and other subsurface investigations, if any, made for design purposes for the County, are contained in the Contract Documents for examination. Such records are offered as information only and solely for the convenience of Bidders. The County does not warrant or guarantee that the said records will disclose the actual subsurface conditions. The Bidder is hereby cautioned that the interpretation of the records and the conclusions drawn there from as to the actual existing subsurface conditions are his sole responsibility. The Contractor shall have no claim against the County if in carrying out the work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other subsurface investigations.

3.3 The submission of a bid shall be prima facie evidence that the Bidder has examined the Contract Documents and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans and Specifications.

4. REQUIRED BIDDER'S CERTIFICATION

4.1 A Bidder must hold at the time its bid is submitted:

- A. A General Contractor License is required.

A current valid certificate(s), as listed below, qualifying the Bidder to perform the work contemplated by these Contract Documents. Failure to hold the appropriate certificate(s) at the time this Bid is submitted shall render the Bid non-responsive.

- 1) A Certificate of Certification as a General Contract issues by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Fla. Stat.; and hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or
- 2) Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to 489.117, Fla. Stat.; and, hold a Certification of Competency as a General Contractor issued by the Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or
- 3) A Certificate of Registration as a Building Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to 489.117, Fla. Stat.; and, hold a Certification of Competency as a Sub-General Contractor or Building Contractor issued by the Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code;

In addition to the preceding:

- 4) Bidder or Subcontractor(s) shall also hold a State of Florida Certified Mechanical Contractor license; and
 - 5) Bidder or Subcontractor(s) shall also hold a State of Florida Certified Plumbing Contractor license; and
- B. If a Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid.

4.2 Failure to comply with the provisions of this Article at the time this bid is submitted, shall render the Bid non-responsive.

5. ADDENDA - CHANGES WHILE BIDDING

5.1 It is the Bidder's obligation to notify the County's Procurement Contracting Officer, La'Veora McArthur (email: LMcArthur@flyMIA.com) prior to the opening of Bids of any conflicts, ambiguities or discrepancies it finds in the Contract Documents, in order to allow County to issue appropriate addenda.

5.2 The County reserves the right to make changes to the Contract Documents, as it finds necessary or in its best interest, at any time prior to the opening of Bids.

5.3 All questions shall be in writing and shall be directed to the Procurement Contracting Officer, La'Veora McArthur (email: LMcArthur@flyMIA.com) and must be received at least fourteen (14) calendar

days prior to the opening of Bids in order to be given consideration. Bidders must file a copy of the questions (as well as any other communications) with the Clerk of the Board (email: clerkbcc@miamidade.gov; fax 305-375-2484).

Each submittal of a question or questions shall also contain the following information: Project name and number, name of company as well as the name of the company representative submitting the question(s), and the email address where responses to the question(s) can be delivered. All interpretations and supplemental instructions will be issued as a written Addendum to the Contract Documents which, if issued, will be sent by email to all prospective Bidders (at the respective email addresses furnished for such purposes) prior to the opening of Bids. If any Bidder fails to acknowledge the receipt of any Addendum in the space provided in the Bid Form, its Bid will be construed as though receipt of the Addendum had been acknowledged.

5.4 Only the interpretations or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, nor correction of any apparent ambiguity, inconsistency or error offered by any person.

6. DAVIS BACON ACT

6.1 **Davis Bacon Act:** Bidders are advised that the provisions pertaining to Davis Bacon Act will apply to any contract awarded pursuant to this bid. Refer to Attachment 1 for further information regarding this Act.

7. FLORIDA SALES TAX

7.1 All Work under this Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on Sales, Use and Other Transactions, as amended, and the Bidder shall be responsible for determining its liability thereunder, shall make payment therefor, and the cost therefor shall be deemed included in the bid price.

8. BID GUARANTY

8.1 Each Bid must be accompanied by a bid guaranty in the form of a Cashier's or certified check on any national or state bank, made payable to Miami-Dade County, Florida, or a Bid Bond equivalent to five percent (5%) of the Bid Price prepared on the form attached hereto, duly executed by the Bidder as Principal and having a Surety thereon meeting the requirements set forth in the Bid Documents. Proceeds of bid guaranty checks will be held by the County without interest to the Bidder. Failure to include the specified Bid Guaranty shall render the Bid non-responsive.

8.2 The Bid guaranty furnished shall be in an amount not less than five percent (5%) of the Total Amount Bid, including all alternates.

8.3 All checks submitted as a Bid guaranty will be cashed and the proceeds returned after the bid opening to all but the three (3) apparent lowest bidders. The proceeds of the remaining cash Bid guarantees will be returned after the County and the successful Bidder have executed the Contract for the Work. In the event the Contract is not awarded within the time stipulated in the Advertisement For Bids, the County will return the proceeds of all checks submitted as bid guaranty. No interest will be paid on Bid Guaranties.

8.4 Bid Bonds will not be returned to any Bidder.

9. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

9.1 The Bidder to whom the Miami-Dade County Aviation Director has made an award will be required to furnish separate Performance and Payment Bonds, in accordance with the provisions of the Bid Documents. The amount of each bond shall be for the Total Maximum Contract Amount, including all contingencies.

10. POWER OF ATTORNEY AND COUNTERSIGNATURE

10.1 Attorneys-in-fact, who sign the Bid Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by a Florida Resident agent of the Surety, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached thereto.

11. WITHDRAWAL OF BIDS

11.1 No Bid can be withdrawn by a Bidder after it is filed with the Clerk, during the period stipulated in the advertisement for Bids, unless the Bidder makes the request in writing to the Clerk of the Board of County Commissioners and the request is received prior to the time set for the opening of Bids.

12. QUALIFICATIONS OF BIDDERS

12.1 Before awarding the Contract, the County reserves the right to require the Bidder to submit evidence of its qualifications. The County will consider any evidence it deems necessary, including information concerning the financial, technical and other qualifications and abilities of the Bidder.

13. REJECTION OF BIDS

13.1 Bids which do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents may be rejected by the County.

13.2 Bids which are not responsive to the Bid Documents shall be rejected by the County.

13.3 Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.

13.4 If it is determined that prices submitted in the Bid are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

13.5 Until the Contract is tentatively awarded by the Board of County Commissioners, the County reserves the right to waive informalities and irregularities contained in the Bid, or to reject any or all Bids, or to re-advertise for Bids, whichever is in the County's best interests.

13.6 Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.

- A. Bid submitted on a form other than that furnished by the County.
- B. Submission of more than one Bid for the same Work by an individual, firm, partnership or corporation under the same or different names;
- C. Evidence of collusion among Bidders;
- D. Previous participation in collusive bidding on work for the County;

- E. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
- F. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the Work as required by the Contract Documents. The County may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the County, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;
- G. Lack of capability as shown by past performance of Bidder's work for the County, judged from the standpoint of workmanship and progress;
- H. Unfinished Work for which the Bidder is committed by Contract, which, in the judgment of the County, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder;
- I. Being in arrears on any existing Contract, or having been sued to enforce the County's rights on a construction Contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous Contract with the County.
- J. If the Bid does not contain a bid price for each pay item listed in the Bid Form, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price.
- K. If the Bid is not accompanied by the Bid guaranty.

14. AWARD OF CONTRACT

14.1 Unless all Bids are rejected, the Contract will be awarded by the County, subject to Execution of the Contract, to the qualified, responsive and responsible Bidder submitting the lowest Bid as adjusted in accordance with Miami-Dade County Ordinances. The lowest Bid will include the total sum Bid price(s) of items 1-12 in the Schedule of Bid Price Form. The Bidder's failure to comply with the DBE participation provisions may result in the Bid not being considered for award.

14.2 The summation of the of items 1-12 in the Schedule of Bid Price Form will be obtained by multiplying the estimated quantities by the unit bid prices entered therein, together with lump sum bid prices, if any, will be considered as the total amount bid. The calculation will be conducted by Miami-Dade County. Failure to list a unit price on any of items 1-12 in the Schedule of Prices Bid Form, shall be deemed to be a bid of zero dollars (\$0) for that item number.

14.3 An award will be made, or all bids will be rejected, within the number of calendar days after the opening of Bids stipulated as the bid guaranty period in the Advertisement For Bids, or as extended by Addendum, or otherwise.

14.4 The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

14.5 The County reserves the right to cancel the award without liability to the Bidder, except return of the Bid Guaranty, at any time before the contract is fully executed by the County Mayor or his designee.

14.6 Within ten (10) calendar days after the Contract Documents are submitted to the recommended Bidder, the recommended Bidder shall deliver to the County the executed Contract Summary and respective Condition of Award Requirements. Failure by the recommended Bidder to execute and deliver the Contract Summary and respective Condition of Award Requirements within ten (10) calendar days may result in the forfeiture of the bid guaranty to the County, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the County. Award may then be recommended to the next lower responsive and responsible Bidder, or all remaining Bids may be rejected, and the Contract may be re-advertised.

14.7 The Parties recognize and agree that circumstances outside the fault or control of either party may occur between the bid date and the award of the Contract that may cause pricing to be subject to rapid and unpredictable changes. The Parties agree it is in the best interest of the County to avoid paying estimated and potentially overstated amounts as well as for the County to take advantage of potential price improvements given the potential for pricing changes. As a result, the County and Contractor agree as follows:

A. This provision shall apply only to the period between 181 calendar days after the proposal submittal date (after the bid bond expiration) and the award of the contract. The Contractor shall be responsible for all cost escalation risks between the proposal due date and 180 calendar days after the bid due date. The contract amount, as awarded, shall be deemed to be full compensation for any escalation that may have occurred prior to the award of the Contract.

B. All risks of any further cost escalation after award of the contract shall be assigned to the Contractor, and no requests for adjustment of escalation costs shall be entertained after award of the contract.

C. Contractor shall be entitled to a one-time price adjustment for cost escalation between 181 calendar days (after the bid bond expiration) and the award of the contract. Such adjustment shall be based on escalation of the ENR (Engineering News Record) BCI (Building Cost Index), using a simple percentage method. Calculations shall be made by dividing the current month and year index value at award by the value of the index for the month and year for the date of 181 calendar days after the bid due date.

D. The single price adjustment will be as of the date of award of the contract only when the current BCI value varies by more than 5% from the BCI prevailing in the month when the bids were received and for the marginal escalation in excess of 5% of BCI, and without an increase in profit and overhead.

E. The County may audit the Contractor's records related to adjustments made under this provision, and the Contractor agrees that the payments contemplated herein are subject to the Audit provisions set forth in the Agreement.

F. Price adjustments up or down are to be passed to those subcontractors that purchase the materials.

15. FURNISH BONDS AND INSURANCE

15.1 Within fifteen (15) calendar days from the date of Notice of Award presented to the successful Bidder, the Bidder shall deliver to the County, the Performance Bond, the Payment Bond and satisfactory evidence of all required insurance coverages.

15.2 The Contract shall not be binding upon the County until it has been executed by the County and a copy of the fully executed Contract is delivered to the Contractor.

16. FAILURE TO FURNISH BONDS AND INSURANCE

16.1 Failure by the Bidder to deliver the other applicable forms, furnish the Performance and Payment Bonds, and to furnish satisfactory evidence of all insurance coverage within fifteen (15) calendar days from the date of Notice of Award presented to the successful Bidder may result in the annulment of the award and the forfeiture of the bid guaranty to the County, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the County. Tentative Award may then be made to the next lower responsive and responsible Bidder, or all remaining Bids may be rejected, and the Contract may be re-advertised.

17. DEBARMENT OF CONTRACTORS

17.1 The Bidder shall comply with Miami Dade County Code Section 10-38, which prevents Contractors, Subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into Contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County Contract.

17.2 It is the Bidder's responsibility to ascertain that none of the Subcontractors, their officers, principals or affiliates, as defined in the ordinance, is debarred by the County pursuant to Miami Dade County Code Section 10-38 and Implementing Order 3-2 before submitting a bid.

17.3 Pursuant to Miami Dade County Code Section 10-38 the bidder is required to affirm, under oath, that neither the bidder, its Subcontractors, or their officers, principals, nor affiliates, is debarred by the County at the time of the bid.

17.4 Any Bidder who fails to disclose the required information pursuant to Miami Dade County Code Section 10-38 shall not be awarded a Contract with the County. Any Contract or transaction entered into in violation of Miami Dade County Code Section 10-38 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

17.5 The Bidders and Contractors shall also comply with Miami Dade County Code Sections 2-8.4.1 providing contractual penalties and debarment for any Contractor attempting to meet contractual obligations and compliance with the Disadvantaged Business Enterprise Program through fraud, misrepresentation, or material misstatement.

17.6 By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

18. BID PROTESTS

18.1 Participants in this bid solicitation may protest any recommendations for Contract award in accordance with the procedures contained in Section 2-8.4 of the Miami-Dade County Code, and Implementing Order 3-21.

19. FAA BUY AMERICAN PREFERENCE (See Buy American Certificate with the Bid Form)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

END OF SECTION

**THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED AS A PART OF THE
BID/PROPOSAL**

The Bidder/Proposer is required to execute and submit the following documents as a part of their bid. Failure to submit the following document may be cause to reject the Bid/Proposal.

<u>DOCUMENT TITLE</u>	<u>PAGE</u>
A. Bid Form	A-26
B. DBE Utilization Form/Letter of Intent	A-33
C. DBE Contract Participation Form	A-34
D. Bidder and Subcontractor's Information Form	A-35
E. Bidders Single Execution Affidavits consisting of the following affidavits:	A-36
1. Public Entity Crimes Affidavit	A-37
2. Criminal Record Affidavit	A-38
3. Bidder's Affidavit In Compliance With Florida Trench Safety Act	A-39
4. Trade Restriction Certification	A-40
F. Certification of Compliance with FAA Buy American Preference – Equipment/Building Project	A-42
G. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions	A-45
H. Bid Guaranty (Bid Bond)	A-48
I. Insurance Requirements	A-51

BID SUBMITTAL DATA

BID OPENING DATE: October, 11, 2024, AT 2:00 P.M.

**MIA SATELLITE E NEW CHILLER PLANT
PROJECT No.: U010D-1**

SUBMITTED TO:

Miami-Dade Aviation Department
La'Veora McArthur, AV Sr. Procurement Contracting Officer
Procurement & Materials Management Division
4331 N.W. 22nd Street, Building 3040
Miami, Florida 33122

SUBMITTED BY:

Contractor:

Address:

Set Number: _____

BID FORM

MIAMI-DADE COUNTY, FLORIDA

DATE: _____

BIDDER _____

ADDRESS _____

TELEPHONE NO. _____ **EMAIL:** _____

PROJECT TITLE: MIA SATELLITE E NEW CHILLER PLANT

BID NUMBER: U010D-1

THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and work site and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. ___ Addendum No. ___ Addendum No. ___ Addendum No. ___

Addendum No. ___ Addendum No. ___ Addendum No. ___ Addendum No. ___

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

THE BIDDER FURTHER AGREES THAT:

BID ACCEPTANCE: If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed Performance Bond and Payment Bond for not less than the Total Contract Amount, including the Allowance Account(s), 10% and to furnish the required evidence of the specified insurance, all within the applicable time.

BID GUARANTY: Each Bid must be accompanied by a Bid Guaranty equivalent to five percent (5%) of the Bid Price or in the amount and manner stipulated in the Advertisement for Bids and specified in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount for the Inspector General audit account.

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

Disadvantaged Business Enterprise – Construction participation goal for this project is: 7.57%

COMMUNITY WORKFORCE PROGRAM (CWP): NOT APPLICABLE

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 539 calendar days from the effective date established in the Notice to Proceed.

LIQUIDATED DAMAGES: Construction phase durations have been established for this contract and are available in the Construction Safety and Phasing Plans (CSPP) and Construction plans/drawings prepared by TYLin. Liquidated Damages at the rate of \$549 per day, will be deducted from the Contract amount for each calendar day of delay to a Non-Excusable Delay.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$549 per day for each day the project is delayed up to 180 days due to a Compensable Excusable Delay. After 180 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$549 per day.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

_____ Dollars (\$ _____),

consisting of the following accepted items or schedules of Work as taken from the Bid Form:

<u>Total L.S. Price Items</u>	\$ _____
<u>Contingency Allowance Account</u>	\$ _____
<u>Dedicated Allowance Account</u>	\$ _____
<u>Inspector General Audit Account</u>	\$ _____
<u>Contingency Allowance Account</u>	\$ _____

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing

limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 13 of the General Conditions.

COMPENSATION: To accept as full compensation for all Work required to complete the Contract, the prices named therefore in the following Schedule of Prices Bid:

CONTINUES ON NEXT PAGE

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

PROJECT: MIA SATELLITE E NEW CHILLER PLANT

BID NO.: U010D-1

Miami-Dade County will calculate the amount (sum of Items 1 through 12)

Unit Prices shall include fully burdened equipment, labor, material, tools, supplies, supervision, incidentals, engineering, mobilization, profit, design, manufacture, delivery, construction administration, project management, installation, testing, and any other item necessary which is clearly necessary for the completion of the work shall be considered a part of such work although not directly specified or called for. See specifications for Divisions and Schedule of Payment.

The total bid amount shall include all items needed to complete the work specified in the Divisions including without limitation all equipment, labor, material, tools, supplies, supervision, incidentals, engineering design manufacture, delivery, construction administration, project management, installation, testing startup, commissioning, permitting, and any other item necessary to fully complete the work pursuant to this solicitation.

Any work omitted from this solicitation which are clearly necessary for the completion of this work and is appurtenances shall be considered part of such work although not directly specified or called for in this solicitation.

The Manufacturer/Installer shall be responsible for verifying installation locations, methods, and notify MDAD Representative of any conflict or Code violations prior to manufacturing of equipment. Modifications will be coordinated and approved by MDAD. Modifications shall be made at no additional cost or fees.

The Manufacturer/Installer's total bid amount shall include all employees out of pocket expenses, including travel, per diem, and miscellaneous costs and fees.

CONTINUES ON NEXT PAGE

SCHEDULE OF PRICES BID TABLE A				
Item #	Description	Quantity	Unit of Measurement	Unit Price
1	Division 01 - General Requirements	1	Lump Sum	
2	Division 02 - Demolition	1	Lump Sum	
3	Division 03 - Concrete	1	Lump Sum	
4	Division 13 - Special Construction	1	Lump Sum	
5	Division 22 - Plumbing	1	Lump Sum	
6	Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)	1	Lump Sum	
7	Division 26 - Electrical	1	Lump Sum	
8	Division 28 - Electronic Safety and Security	1	Lump Sum	
9	Division 31 - Earthwork	1	Lump Sum	
10	Division 32 - Exterior Improvements	1	Lump Sum	
11	Division 33 - Utilities	1	Lump Sum	
12	Division 46 - Water and Wastewater Equipment	1	Lump Sum	

NOTE: ALLOWANCE ACCOUNT(S):

Contingency ALLOWANCE ACCOUNT
 (Amount in Words)

10% OF TOTAL BID ITEM TABLE A
 \$ (Amount in Figures)

Dedicated ALLOWANCE ACCOUNT
 \$ (Seven Hundred Fifty Thousand Dollars)

\$750,000
 (Amount in Figures)

Inspector General
 (Amount in Words)

0.0025% OF TOTAL BID ITEM TABLE A
 (Amount in Figures)

The Department reserves the right to require bidders to provide additional information regarding pricing in order to determine bidder responsibility, which may include, but is not limited to, provision of a preliminary schedule of values and/or quotes from subcontractors/suppliers. Acceptance of a Schedule of Values for the purposes of a responsibility review shall not limit the ability of the County to require additional changes to the Schedule of Values after award of a contract but prior to issuance of a Notice to Proceed or as otherwise allowed under the General Covenants and Conditions.

BID SIGNATURE PAGE FOR CORPORATION

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of _____ U.S. Dollars, (\$ _____), in accordance with the Instructions to Bidders.

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer.

The Officers of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
President _____	
Vice President _____	
Secretary _____	
Treasurer _____	

STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR CORPORATION

Name of Holder (Qualifier) (Certificate No.)

MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR CORPORATION

Name of Holder (Qualifier) (Certificate No.)

Post Office Address: _____ BIDDER: _____
(Corporate Name)

State in which Chartered: _____ BY: _____
President

Registry with Florida Secretary _____ Attest: _____
_____ of State, if foreign: Secretary

Date: _____ (CORPORATE SEAL)

BID SIGNATURE PAGE FOR PARTNERSHIP OR JOINT VENTURE

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of _____ U.S. Dollars, (\$ _____), in accordance with the Instructions to Bidders.

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer.

The Partnership or Joint Venture Bidder, _____, consists of the following entities: (attach additional sheets if necessary)

(a) _____, a _____ corporation,
(Corporate Name)

Authorized to do business in the State of Florida

(b) _____, a _____ corporation,
(Corporate Name)

Authorized to do business in the State of Florida

(c) _____, (d) _____
(Name) (Name)

(Partner) (Partner)

The Managing or the General Partner of the Partnership or Joint Venture

_____, who is the _____ of _____
(Name) (Title) (Name of Entity)

STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR PARTNERSHIP OR JOINT VENTURE:

Name of Holder (Qualifier) (Certificate Number)

MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR PARTNERSHIP OR JOINT VENTURE:

Name of Holder (Qualifier) (Certificate Number)

Witnesses to Signature
of Partnership or Joint Venture Managing Representative:

BIDDER:

(Name of Joint Venture)

(Managing Representative)

By: _____

EXHIBIT A

DBE Utilization Form/Letter of Intent

EXHIBIT B

DBE Contract Participation Form

EXHIBIT C

Bidder and Subcontractor's Information Form

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT: MIA SATELLITE E NEW CHILLER PLANT

BID NO.: U010D-1

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared _____(Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated: That he/she is the duly authorized representative of

(Name of Entity)

(Address of Entity)

____/____-____/____/____/____/____/____/
Federal Employment Identification Number

hereinafter referred to as the Entity being its

(Sole Proprietor) (Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

AFFIDAVIT No. 1
PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement.
[Please indicate which statement applies.]

AFFIDAVIT No. 1
PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

_____ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

AFFIDAVIT No. 2
CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

_____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**AFFIDAVIT No. 3
 BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
 FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below*:

Item	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
A.					\$
B.					\$
C.					\$
D.					\$
E.					\$

AFFIDAVIT No. 4
TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
EQUIPMENT/BUILDING PROJECTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BID BOND

State of _____ County of _____
We, _____ as Principal
and _____ as Surety, are held and
firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the **Penal sum of**
_____ **Dollars** (\$_____)¹ lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents. The Principal has submitted
the attached Bid, **dated** _____, 20____, for

PROJECT NAME: MIA SATELLITE E NEW CHILLER PLANT

PROJECT: U010D-1

BID NO.: U010D-1

The Principal shall at time of bid opening furnish all documents and information required by the Contract Documents, and shall not withdraw said Bid within the time stipulated in the advertisement for bids and shall within the time stipulated in the Instructions to Bidders execute and deliver to the County, the Contract Summary, Performance Bond, Payment Bond, and satisfactory evidence of all required Insurance. The Principal shall give a Performance and Payment Bond with good and sufficient surety, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the event of withdrawal of said Bid within the period specified, or in the event of the failure to comply with the Contract Documents, or in the event of failure to enter into such Contract and give such Bonds and evidence of insurance within the time specified, if the Principal shall pay the County the difference between the amounts specified in said Bid and the amount for which the County may procure the required work and supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

The above parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

CORPORATION

By: _____
Title: _____

Witness

PARTNERSHIP OR JOINT VENTURE *

By: _____
Title: _____

Witness

By: _____
Title: _____

Witness

DRAFT

BID BOND (Cont'd)

* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their authority to sign on behalf of the Partnership or Joint Venture.

(Corporate Seal)

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

SURETY:

By: Attorney-in-Fact

(A copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.)

(THIS FORM MUST BE SUBMITTED IN DUPLICATE – ONE ORIGINAL AND ONE COPY)

¹ Bid Bond equivalent to five percent (5%) of the Bid Price

DRAFT

INSURANCE REQUIREMENTS

Please insert the following documents:

- List of both automobile and personal liability coverage currently in force
- Copy of a Certificate of Insurance verifying above coverage (auto & personal liability)
- Statement of premium cost issued by the agent or insurance carrier for the coverage
- Third Party Coverage – Statement from the agent/carrier reflecting additional premium cost for listing the County (Owner) as additional insured

DRAFT

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____ 20 _____, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and

hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

PROJECT TITLE: MIA SATELLITE E NEW CHILLER PLANT

BID NO: U010D-1

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 539 calendar days from the effective date established in the Notice To Proceed.

INDEMNITY: The value of the indemnity hereunder shall not exceed \$1,000,000

LIQUIDATED DAMAGES: Construction phase durations have been established for this contract and are available in the Construction Safety and Phasing Plans (CSPP) and Construction plans/drawings prepared by TYLin. Liquidated Damages at the rate of \$549 per day will be deducted from the Contract amount for each calendar day of delay due to a Non-Excusable Delay.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$549 per day for each day the project is delayed up to 180 days due to a Compensable Excusable Delay. After 180 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$549 per day.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

_____ Dollars (\$ _____),

consisting of the following accepted items or schedules of Work as taken from the Bid Form:

Total L.S. Price Items\$ _____

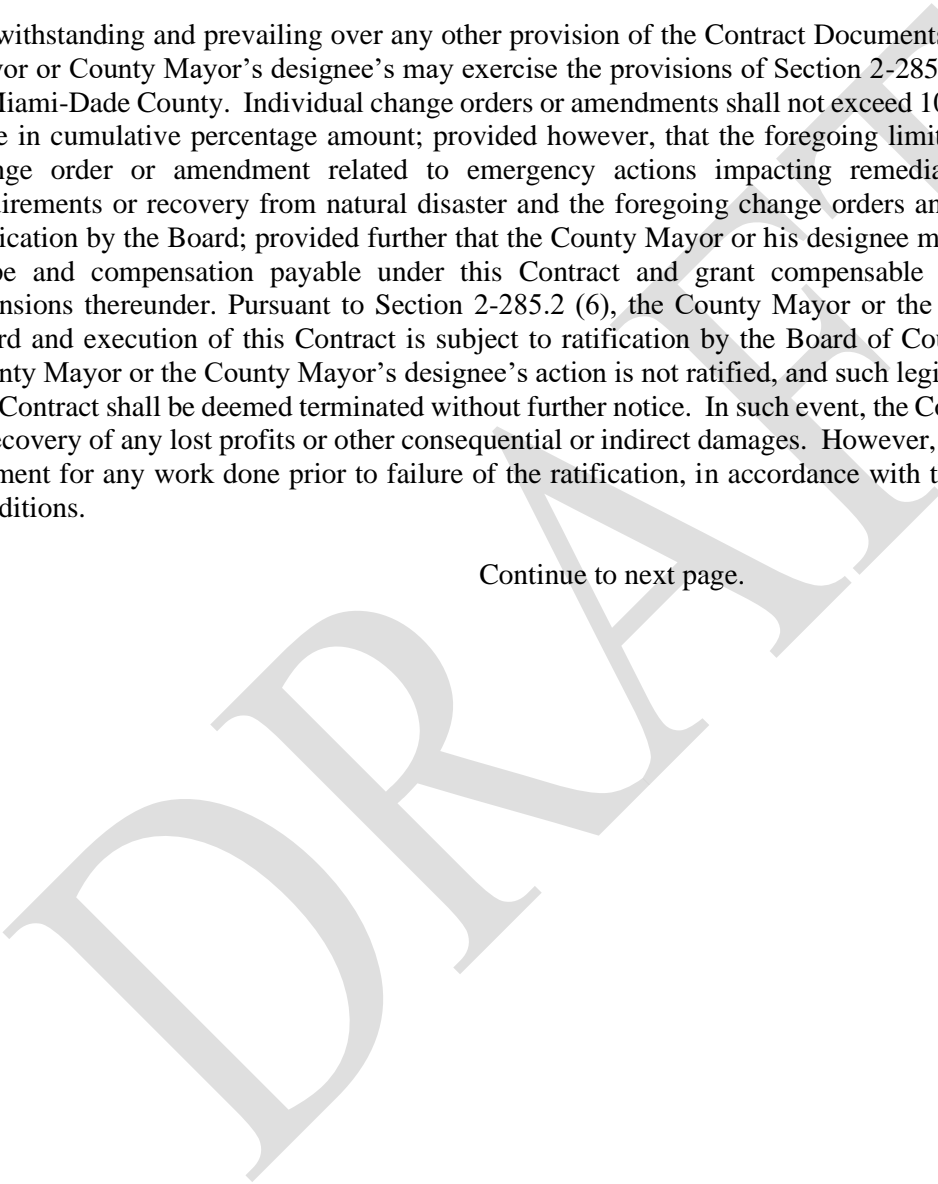
Dedicated Allowance Account\$ _____

Contingency Allowance Account\$ _____
 Inspector General Audit Account\$ _____
 TOTAL MAXIMUM CONTRACT AMOUNT\$ _____

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or County Mayor’s designee’s may exercise the provisions of Section 2-285.2 (4) (d) and © of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor’s designee’s award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor’s designee’s action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 13 of the General Conditions.

Continue to next page.



IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA,

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
Mayor or designee

By: _____
Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

(Corporate Name)

Approved for Form and Legal Sufficiency

By: _____
President

(Assistant County Attorney)

Attest: _____
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(B) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(Corporate Name)

(Corporate Name)

By: _____
President

By: _____
President

Attest _____
Secretary

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

(CORPORATE SEAL)

**ATTACHMENT 1
DAVIS BACON ACT**

**DAVIS BACON WAGE
DETERMINATIONS**

**Pursuant to
Title 29 Code of Federal Regulations (CFR) Part 5**

FOR MIAMI-DADE COUNTY

Construction Type: [Building Construction]

Select the construction type (see above) and the Davis Bacon Wage Determinations for that type for Miami-Dade from the website <http://www.cfm.va.gov/contract/wageRate.asp>. Please note here may be more than one link in a construction type.

ATTACHMENT 2
GENERAL TERMS AND CONDITIONS

DRAFT

SURETY PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, _____, as Contractor under the contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of Project: MIA SATELLITE E NEW CHILLER PLANT NO.: U010D-1 (herein after referred to "s "Contr"ct") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____,¹ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal 1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; an. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

(CONTRACTOR)

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY: _____

(Copy of Ag'nt's current Identification Card
as issued by State of Florida Insurance Commissioner
must be attached)

BY: _____
Attorney-in-Fact

(CORPORATE SEAL)
(Power of Attorney must be attached)

¹ Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price (including all allowances).

SURETY PERFORMANCE BOND

By this Bond, We _____, as Principal, whose principal business address is _____, _____, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of Project: MIA SATELLITE E NEW CHILLER PLANT NO.: U010D-1 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$ _____,¹ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal 1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; an2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 _____.

(CONTRACTOR)

(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY: _____

(Copy of Agent's current Identification Card
as issued by State of Florida Insurance Commissioner
must be attached)

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

¹ Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.

**CONTRACTOR AND SUBCONTRACTORS GUARANTEE FORMS AND
AFFIDAVITS**

DRAFT

CONTRACTOR'S GUARANTEE

(STATE OF FLORIDA)

(COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

who, being duly sworn, deposes and says as follows: _____

That he is the duly authorized representative of _____

(Name of Contractor)

being its _____

(Partner) (President) or (other Officer)

and as such has full authority to execute this Contractor's Guarantee.

That the said Contractor has performed certain work for the Owner, under Contract No. _____, Entitled _____ which said Project has now been completed by the Contractor in its entirety.

That in consideration of the partial payments heretofore made by the Owner to the Contractor, and in consideration of the final payment yet to be made, the Contractor does hereby warrant to the Owner that all labor, work, materials and equipment furnished, supplied and performed under said Contract, are in strict accordance with the Contract Documents.

That should any defects develop in the work, during the guarantee periods as required by the Contract Documents, all from the date of final acceptance by the Owner, due to improper materials, workmanship or arrangement, or defective machinery and equipment, the Contractor warrants and covenants that the defects shall be made good by the Contractor, at the time specified by the Owner and that any other work affected in correcting such defects shall also be made good, all at the Contractor's sole cost and expense.

CONTRACTOR:

Name of Contractor

By: _____

(Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____

by _____,
(Authorized Representative)

of _____, who is personally known to me or who
(Corporation, Partnership, etc.)

has produced _____ as identification and who did/did not take an oath.

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

SUBCONTRACTOR'S GUARANTEE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared

Who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of:

(Name of Subcontractor)

being its _____
(Owner) (Partner) (President) or (other Officer)

and as such has full authority to execute this Subcontractor's Guarantee.

That the said Subcontractor has performed certain work for _____
the General Contractor for the Owner, under Contract No. _____ which said work has now
been completed by the Subcontractor in its entirety.

That in consideration of the partial payments heretofore made by the Contractor to the Subcontractor, and in
consideration of the final payment yet to be made, the Subcontractor does hereby warrant to the
Contractor that all labor, work, materials and equipment furnished, supplied and performed under the
said Subcontract, by this Subcontractor, are in strict accordance with the Contract Documents.

That should any defects develop in the work during the guarantee periods as required by the Contract
Documents, all from the date of final acceptance by the Owner, due to improper materials, workmanship
or arrangement, or defective machinery and equipment, the Subcontractor warrants and covenants that
promptly upon notice from the Contractor, the defects shall be made good by the Subcontractor at the
time specified by the Contractor, and that any other work affected in correcting such defects shall also
be made good, all at the Subcontractor's sole cost and expense.

SUBCONTRACTOR: _____
Name of Subcontractor

By: _____
(Signature of Authorized Representative)

(Title)

(Date)

SUBCONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by

_____, of _____,
(Authorized Representative) (Corporation, Partnership, etc.)

who is personally known to me or who has produced _____ as identification and
who did/did not take an oath.

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

DRAFT

**CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM FOR PAY
APPLICATION FOR PAYMENT NO. _____**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT, _____
who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of _____
(Name of Contractor)

being its _____ and as such has full authority
(Partner) (President or other Officer)

to make this affidavit and to give this Release of Claim.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____ dated _____, for which the Contractor has requested partial payment. This Application for Payment is for \$ _____, and of the said amount, the Contractor has heretofore received the sum of \$ _____, under prior Pay Application No. _____ leaving a balance of \$ _____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid prior Application for Payment No. _____, have been paid in full,

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid certain work described in prior Pay Application No. _____, and hereby accepts the aforesaid Amount in lieu of those claims.

CONTRACTOR:

Name of Contractor

By _____
Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM FOR PAY

APPLICATION FOR PAYMENT NO. _____
(Cont'd)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by

_____ of _____
(Authorized Representative) (Corporation, Partnership, etc.)

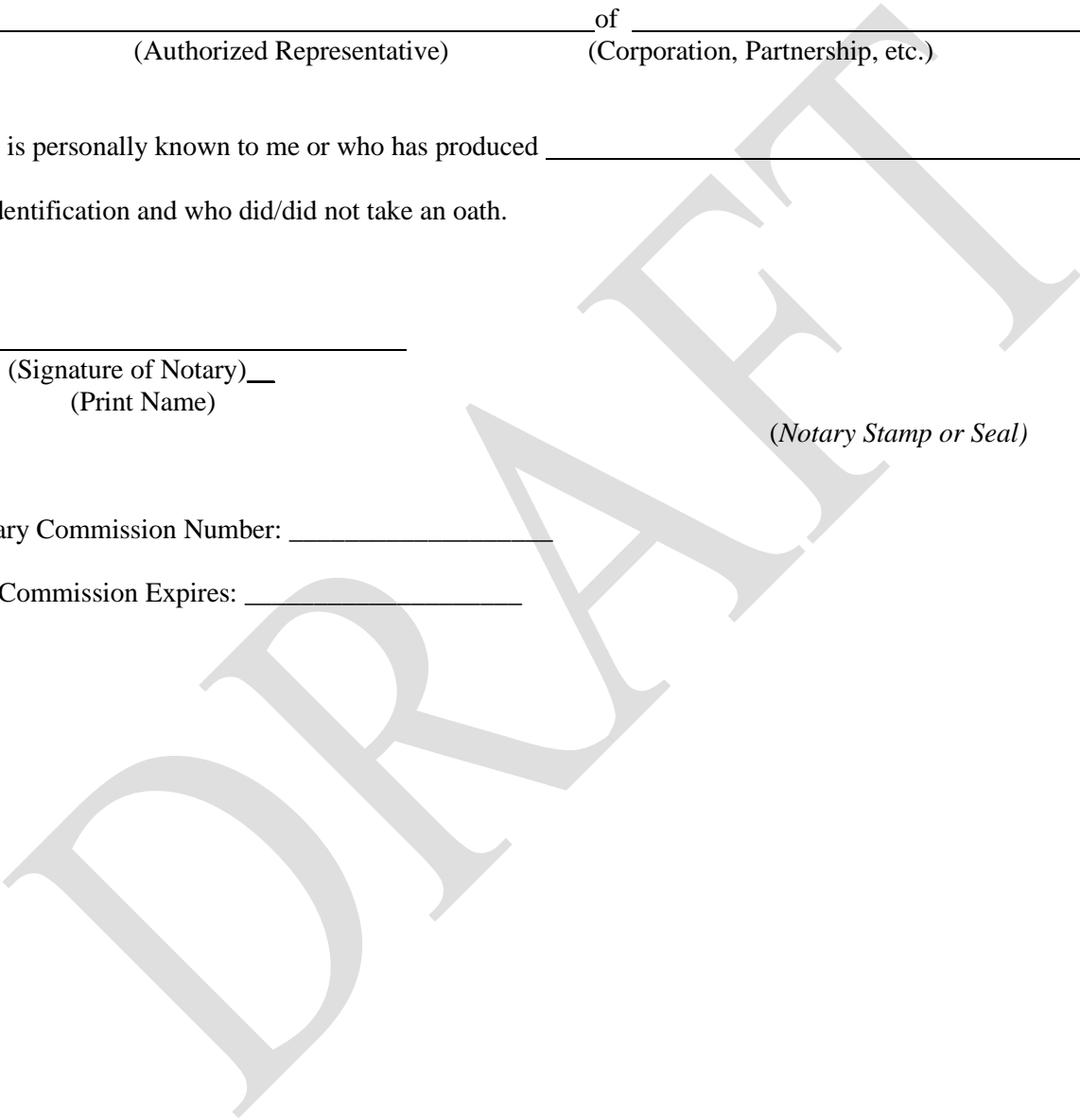
who is personally known to me or who has produced _____
as identification and who did/did not take an oath.

(Signature of Notary)____
(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____



CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT, _____

who being duly sworn, deposes and says as follows: _____

That they are the duly authorized representative of:

(Name of Contractor)

being its _____
(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of All Claims.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____, dated _____, for which the Contractor has requested payment in full. The Final Contract Amount is \$ _____, and of the said amount, the Contractor has heretofore received the sum of \$ _____, leaving a retained balance of \$ _____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid Contract, have been paid in full, except for the sum of \$ _____, which shall be paid in full from the aforesaid retained balance due the Contractor.

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid Contract, and hereby accepts the aforesaid Final Contract Amount in lieu thereof.

That the said Contractor hereby covenants that payment by the Owner of the Final Contract Amount in no way releases the Contractor from its continuing obligations under the Performance and Payment Bond heretofore posted with the Owner, and the Surety on said Bond hereby consents to the payment by the Owner of the retained funds.

CONTRACTOR:

Name of Contractor

By _____
(Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS (Cont'd)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by

(Authorized Representative)

Of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____
as identification and who did/did not take an oath.

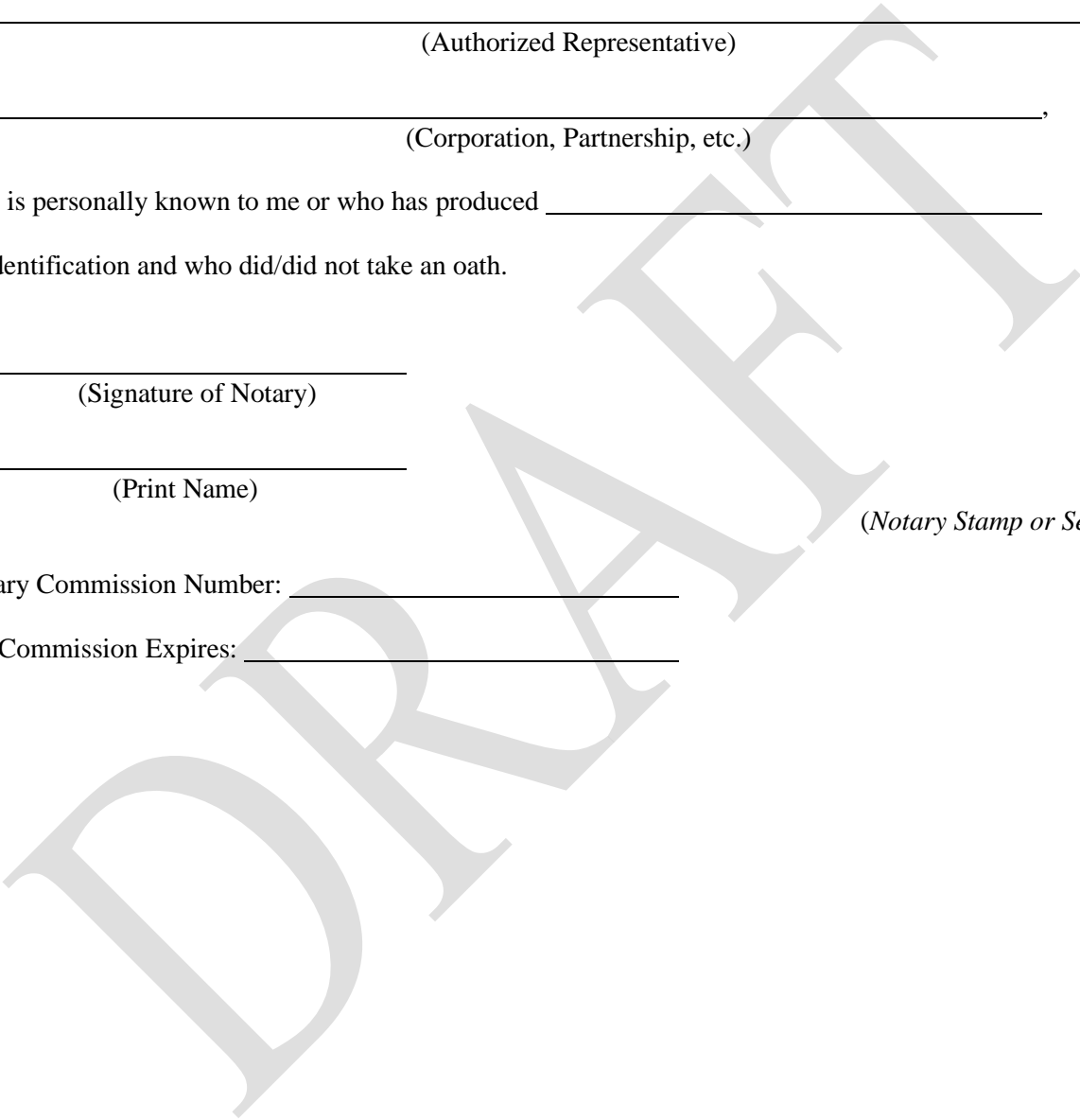
(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____



**SUBCONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION NO.
10-35, MIAMI-DADE COUNTY CODE**

NOTE: The Prime Contractor shall attach this statement, completed by each First Tier Subcontractor whose work appears on the prior requisition for payment, and by each direct supplier to the Prime Contractor who has furnished materials directly to the Prime Contractor which materials were included in the prior requisition for payment.

Project Name: MIA SATELLITE E NEW CHILLER PLANT _____

Project Number: U010D-1 _____

Dated: _____

Name - General Contractor _____

Name - Subcontractor/Supplier _____

Signature of Authorized Representative of Subcontractor/Supplier:

Title: _____ Date: _____

This Affidavit is an attachment to the Prime Contractor's Pay Requisition No. _____

Total Subcontract/Supplier Amount \$ _____.

Amount of work done by Subcontractor/Supplier under this pay requisition is \$ _____.

DRAFT

**SUBCONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION NO.
10-35, MIAMI-DADE COUNTY CODE (Cont'd)**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20 ____, by

(Authorized Representative)

Of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____
as identification and who did/did not take an oath.

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

Notary Commission Number: _____

My Commission Expires: _____

RELEASES OF CLAIM BY SUBCONTRACTORS REQUIRED

Section 10-35, Miami-Dade County Code

Before any prime contractor can receive any draw, except the first draw, for moneys due it as a result of a percentage of the work completed, it must pay all first-tier subcontractors and all direct suppliers of the prime contractor who have performed any work or supplied any materials directly to the prime contractor for the project as of that date their proportionate share of all previous draws and must provide the Owner's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all first-tier subcontractors and direct suppliers to the prime contractor who have performed any work or supplied any materials for the project as of that date, stating that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers, and the amounts for which the statement of satisfaction cannot be furnished. The Contractor's failure to provide a consent of surety to requisition payment will result in the amount in dispute being withheld until (1) the statement of satisfaction is furnished, or (2) consent of surety to requisition payment is furnished.

(Ord. No. 78-23, 4-4-78; Ord. No. 84-11, 2-7-84; Ord. No. 86-6, 2-4-86; Ord. No. 88-13, 3-1-88)

CONSENT OF SURETY TO PAY APPLICATION FOR PAYMENT

PROJECT NAME: MIA SATELLITE E NEW CHILLER PLANT _____
PROJECT NO.: U010D-1 _____

CONTRACTOR: _____

A/E CONSULTANT: _____

Attachment to Requisition No. _____ dated _____ in the amount
of \$ _____

TO: MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Miami-Dade County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors and material suppliers against the Contract in the amounts listed below:

(<u> Subcontractor/material supplier name and telephone number </u>)	(<u> amount of claim </u>)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

() attached find additional listed names/amounts on pages 2 thru _____

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ___ day of _____, 20____.

Attest: _____

Witnesses: _____

Surety: _____
Signature of Authorized Representative

(Seal)
Attachment: Surety Power of Attorney

Title: _____

**MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)**

In accordance with Sections 2-8.8 of the County Code (as amended No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR:	
FEIN:	
PROJECT/CONTRACT NAME:	MIA SATELLITE E NEW CHILLER PLANT
PROJECT/CONTRACT NUMBER:	U010D-1
CONTRACT AWARD DATE:	
CONTRACT AWARD AMOUNT:	

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Completed form should be included with final requisition/invoice to the contracting/user County department.

Print Name and Title

Date