



CATHOLIC CHARITIES

of the Archdiocese of Miami, Inc.

Request for Proposal:

Catholic Charities of the Archdiocese of Miami, Inc. is accepting proposals until February 9th, 2017 to replace playground rubber surfacing (PiP).

Location of Center:

South Dade Child Development Center

28520 SW 148th AVE
Homestead, Fl. 33033

Scope of work for new surfacing, shade canopy and painting of playsets:

- Removal - Of PiP rubber surfacing Castle playset location size 35 X 40 area.
- Installation - New PiP 35 X 40 area, color selected is black & blue.
- Removal - Of plastic black boarder and spikes.
- Removal - Of any tree roots.
- Replace - Artificial green turf boarder support around Castle playset.
- Replace – Aggregate base rock.

*The contractor will be responsible for the removal of all debris related to this repair and there will be no change orders during the contracted time of work.

To schedule a walk-through, please contact:

Keith Lopez, CFM

Facilities Coordinator

E-mail: klopez@ccadm.org

Phone: 305-467-5132

Please submit all questions via e-mail.

Due Date:

All proposals must be delivered in a sealed envelope by 2:00pm on Thursday February 9th, 2017. Proposals received after the specified due date will not be considered. Vendors must deliver one proposal to the following:

Venante Exalant

Program Coordinator

Centro Hispano Child Development Center

125 NW 25th Street

Miami, Fl. 33127

Open Monday-Friday from 9:00am-4:00pm

***Only original proposals will be considered.**

Standard Contractual Requirements:

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. Vendor will list Catholic Charities of the Archdiocese of Miami, Inc. as additional insured. These provisions are general principles which apply to all contractors of service to Catholic Charities such as the following:

1. Contractor Duties. Contractor agrees to faithfully perform the duties required of him / her to the best of his / her ability, to devote the time needed for the performance of such duties, to faithfully and promptly account to CC-ADM including the submission of all supporting documentation as to any matters requiring such accounting and to refrain from becoming engaged in any other business, during the tenure of this Agreement, which would serve to detract from Contractor's ability to discharge the duties which formulate the subject matter of this Agreement in the full and complete manner contemplated herein.

Contractor hereby represents that it has sufficient resources, both human and capital to fulfill the terms of this Agreement. Contractor further represents that it and its employees are properly licensed and authorized to provide the services pursuant to this Agreement.

Contractor acknowledges that certain federally funded contracts require all recipients and sub recipients to comply with the Davis-Bacon Act including but not limited to payment of minimum wage rates not less than those contained in the wage determination decision of the Secretary of Labor. Contractor agrees to strictly comply with all of the Davis-Bacon Act requirements, if applicable. In the event there is any uncertainty regarding the applicability of the Davis-Bacon Act to this Agreement, Contractor shall consult in writing in advance with the CC-ADM Contract Manager.

2. Indemnification: Contractor shall indemnify and hold harmless CC-ADM including, without limitation, CC-ADM's agents, members of the Board of Directors, employees, invitees or guests, and any of CC-ADM's other contractors from and against all claims, losses, costs, damages and expenses (including, without limitation, attorneys' fees) relating to injury or death of any person or damage to real or personal property resulting solely from a claim of negligence of contractor in the performance of his/her obligations. CC-ADM shall hold harmless the Contractor from all claims, losses, costs, damages and expenses (including, without limitation, attorneys' fees) relating to injury or death of any person or damage to real or personal property resulting solely from a claim of negligence of CC-ADM. The prevailing party in any indemnification action shall be entitled to recover attorney fees.

Contractor hereby acknowledges that it has performed a background investigation on its employees to determine their suitability to provide the requested services and that each of its employees is qualified to provide said services.

3. Term and Termination: CC-ADM expressly reserves its full rights during the term hereof and particularly the right to discharge the Contractor for cause, and, at its option, to terminate this Agreement on that account, without notice. Notwithstanding the above, this Agreement may be terminated for any reason by either party upon the giving of thirty (30) days written notice to the other party. Upon termination without cause, Contractor shall be entitled to receive his/her compensation due to the date of termination.

This Agreement may be funded in whole or in part through third party funders (grants, gifts, subsidies, etc.). In the event that the Agreement is at all funded by third parties and such funding is terminated, interrupted, reduced or suspended, CC-ADM shall be entitled to immediately terminate this Agreement and be solely responsible for payment of services which were provided through the date on which Contractor was noticed of the termination.

4. Background Screening: The Contractor agrees to comply with all background screening policies and procedures of CC-ADM including but not limited to civil/criminal history check, credit history, references and educational verification. The

Contractor will furnish CC-ADM with fingerprints of any employee or agent of Contractor prior to provision of services upon request. For Program(s) who serve minors and elderly populations: fingerprints will be requested and clearance obtained prior to any provision of services if services will occur during operating hours,

5. Assignment: The Contractor acknowledges that the services to be rendered by the Contractor are unique and personal. Accordingly, the Contractor may not assign or subcontract any of his / her rights or delegate any of his / her duties or obligations under this Agreement to another individual, corporation, partnership or other legal entity. The agency has regular mechanisms to ensure the quality of services provided.
6. Independent Contractor: Contractor agrees that in all respects Contractor's relationship to CC-ADM will be that of an Independent Contractor, and that he / she will not act or represent that he / she is acting as an agent of CC-ADM or incur any obligation on the part of CC-ADM without written authority of CC-ADM. Services provided shall be by the Contractor and its employees, subject to the supervision of the Contractor and not as employees of CC-ADM. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, workers' compensation, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.
7. Notices. All notices and demands, whether required or desired, shall be given only in writing and delivered or sent to the party to whom directed by certified United States mail, return receipt requested, postage prepaid, to the address set forth below:
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| Catholic Charities of the Archdiocese of Miami, Inc. | Contractor's Name & Address |
| ATTN: Contract Manager | _____ |
| 1505 NE 26 th Street | _____ |
| Wilton Manors, FL 33305 | _____ |
8. Sections: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
9. Severability: Each provision in this Agreement is intended to be severable, and if any term or provision hereof is illegal or invalid or for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
10. Choice of Law; Waiver of Jury Trial: This Agreement, and the rights of the parties, shall be governed by and construed or enforced in accordance with the laws of the State of Florida and in the venue of Miami-Dade County. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
11. Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or other warranties among the parties other than those set forth herein or herein provided for.
12. Modification: This Agreement may be modified, revised or amended only by the advance written consent of both parties.
13. Confidentially / Property Interests. The Contractor shall not, without the express prior written Consent of CC-ADM, use, divulge, furnish or make accessible to anyone any Confidential Information (as defined below), except in connection with

the performance of its obligations under this Agreement. The Contractor agrees to uphold the standards of providers of professional services including all confidentiality requirements as to its clients. The Contractor further agrees that, upon termination of this Agreement, the Contractor shall immediately return to CC-ADM any and all copies of material constituting or containing Confidential Information together with any property belonging to CC-ADM. The term "Confidential Information" includes (a) all documents and other materials containing information relating to the management or operation of CC-ADM or its programs, including all memoranda, manuals, handbooks, production books, educational material and audio or visual recordings; (b) all methods, techniques and procedures utilized in providing services to clients of CC-ADM not readily available through sources in the public domain; and (c) all trademarks, trade names and service marks of CC-ADM and any affiliate of CC-ADM. Any computer or technical systems, procedures and controls employed by CC-ADM are to remain the property of CC-ADM and are not, at any time, to be utilized, distributed, copied or otherwise employed or acquired by Contractor except as authorized by CC-ADM or except as may be required by law.

14. Records Retention/Access. The Contractor shall retain any and all records produced in conjunction with this Independent Contractor Agreement for a period of five (5) years after final payment on contract and all other pending matters, including any audit or litigation regarding the contract is closed.

Contractor shall provide access to all records to CC-ADM, Inc., funding agent, the federal government, the Comptroller General of the United States and all of their representatives. The access to records shall include any and all books, documents, papers, and records of the Contractor which are pertinent to this Contract for purposes of making an audit, examination, excerpt or transcription.

15. Insurance. Contractor shall maintain for the term of this Agreement, Commercial General Liability coverage in the minimum amount of One Million Thousand Dollars (\$1,000,000) each occurrence combined single limit bodily injury and property damage. The policy shall include premises, operations and independent contractors. CC-ADM shall be included as an additional insured. Contractor shall be in compliance with Florida's Workers' Compensation Law. Bonding is required.
16. Third Party Beneficiaries. Neither CC-ADM nor Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries of this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
17. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.