



# CATHOLIC CHARITIES

of the Archdiocese of Miami, Inc.

## **Request for Proposal:**

Catholic Charities of the Archdiocese of Miami, Inc. is accepting proposals for surfacing repairs and resurfacing. This is a summer project to start on Wednesday August 1st, 2018.

## **Location of Centers:**

- Good Shepherd Child Development Center (18601 SW 97<sup>th</sup> Street Cutler Bay, FL 33157)

## **Scope of Services:**

- Remove cool deck surfacing at the front entrance and south playground exit.
- Patch all cracks and holes as needed.
- Reapply cool deck surfacing.
- Color and pattern must remain the same as existing surfacing.
- Responsible for cleanup and debris

Contractor is responsible for supplying all labor, material, security, storage, dumpster, plans, permits.

**\*Based on the inspection period contractor may add any additional services needed to satisfactorily complete this project as part of the proposal**

## **Proposal Guidelines:**

- Please submit an independent price for each location in your proposal, with the address from the location included.
- Proposals should include items on Catholic Charities proposals check list.
- This request of proposal represents the requirements for an open and competitive process.
- **All proposals must be post marked no later than July 16th, 2018.** Proposals received after the specified due date will not be considered. Vendors must deliver one proposal to the following address:

***Marco Greenslade***

***Catholic Charities of the Archdiocese of Miami, Inc.***

***1505 NE 26<sup>th</sup> Street, Wilton Manors, FL 33305***

***\*Only Original Proposals will be considered.***

- All Proposal must be signed by an official agent or representative of the company submitting the proposal.
- Contractor agrees to provide guaranteed maximum price, with no change orders during the contracted time of work, unless negotiated in writing with the owners.
- Contractor agrees to ensure that their proposal is identical to the scope of services required.
- Certain federally funded contracts require Contractors 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.

**To schedule a walk-through, please contact:**

**Keith Lopez, CFM**

*Facilities Coordinator*

E-mail: [klopez@ccadm.org](mailto:klopez@ccadm.org)

Phone: 305-467-5132

**Last date for walk-through: Wednesday, July 11<sup>th</sup>, 2018**

**Please submit all questions via e-mail.**

## 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 is properly licensed and authorized to provide the work.
2. Contractor shall be compensated by CC-ADM for Work provided pursuant to this Agreement. Contractor shall render Work to CC-ADM on a fee-for-service basis with Contractor's payment contingent upon successful results as agreed upon by the parties in advance. Contractor has visited and inspected the Premises and is aware of the pre-existing conditions and requirements. Based upon Contractor's examination, the guaranteed maximum price to be paid to the Contractor for the Work is \$\_\_\_\_\_. There are no change orders permitted on this project and under no circumstances shall Contractor be entitled to a payment in excess of the guaranteed maximum price, unless the parties have signed a written price addendum to this Agreement.

All Work will be commenced by \_\_\_\_\_ and substantially completed by \_\_\_\_\_. Time is of the essence in completion of the Work. If Contractor should in any way cause delay, disruption, loss of efficiency and/or interruption to Work, then CC-ADM shall be entitled to liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per each calendar day Work remains incomplete beyond the date of substantial completion. Contractor agrees that liquidated damages are not a penalty, but rather are separate damages for which Contractor hereby acknowledges additional and sufficient consideration was received.

Contractor agrees to accept a fifty percent (50%) deposit with twenty-five percent (25%) payable upon completion and the balance, twenty-five percent (25%), payable upon inspection and approval of the Work by CC-ADM. Contractor acknowledges that certain federally funded contracts require Contractors 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. Notwithstanding the above, for Work covered by the Davis-Bacon Act, Contractor agrees to accept a fifty percent (50%) deposit with twenty-five percent (25%) payable upon completion and the balance, twenty-five percent (25%), payable upon certification of payment of Davis-Bacon wages and approval by CC-ADM.

3. CC-ADM expressly reserves the right to immediately discharge the Contractor for cause. Furthermore, 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 its compensation due for Work completed prior 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 Work which was provided through the date on which Contractor was noticed of the termination.

4. Contractor represents and warrants that its employees and agents who have access to the Premises shall meet the minimum level 2 screening requirements of Florida Statute 435.

5. Contractor agrees that in all respects Contractor's relationship to CC-ADM will be that of an Independent Contractor, and that it will not act or represent that it is acting as an agent of CC-ADM or incur any obligation on the part of CC-ADM without written authority of CC-ADM. Work 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 Work rendered under this Agreement shall be those of the Contractor.

6. 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:

Catholic Charities

Attn.: Contract Manager

1505 NE 26 Street

Wilton Manors, FL 33025

Contractor's Name & Address:

\_\_\_\_\_  
\_\_\_\_\_

7. 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. This Agreement may be modified, revised or amended only by the advance written consent of both parties. Each provision in this Agreement is intended to be severable, and if any term or provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Neither CC-ADM nor Contractor intends to directly or substantially benefit a third party by this Agreement. The Agreement is not assignable.
8. 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 irrevocably waives any rights it may have to a trial by jury of any such litigation.
9. 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 are closed. Contractor shall provide access to all records to CC-ADM, and its agents for purposes of making an audit, examination, excerpt or transcription.
10. Contractor shall maintain, for the term of this Agreement, Commercial General Liability coverage in the minimum amount of One Million 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. The policy shall include a waiver of subrogation. Contractor shall carry Florida's Workers' Compensation in statutory amounts.
11. Contractor shall indemnify and hold harmless CC-ADM its agents, Directors, employees, and agents 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.

# ATTACHMENT A

Items needed with the submission of quote:

- Certificate of insurance which includes CCADM as the holder and workers comp. insurance
- Workers Comp. exemption if applicable
- Local Business Tax Receipt and License
- W-9