



CATHOLIC CHARITIES

of the Archdiocese of Miami, Inc.

1505 NE 26th St.
Wilton Manors, FL 33305
Tel. 954-315-2619
Email: facilities@ccadm.org
www.ccadm.org

Request for Proposal:

Catholic Charities of the Archdiocese of Miami, Inc. is accepting proposals for the removal of an existing playground, including the PIP, and installation of new PIP.

Location of Centers: Holy Redeemer Child Development Center 1325 NW 71 Street, Miami FL 33147

Proposal Guidelines:

- This request for proposal represents the requirements for an open and competitive process.
- **All proposals must be post marked no later than December 9, 2022.** Proposals received after the specified due date will not be considered. Vendors must deliver one proposal to the following address below or via email to facilities@ccadm.org:

Facilities CCADM

Catholic Charities of the Archdiocese of Miami, Inc. 1505 NE 26th Street, Wilton Manors, FL 33305

- 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 follows all the items in the scope of service.
- Based on the inspection period contractor may add any additional services needed to satisfactory complete this project as part of the proposal
- **If applicable, Contractor is required 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.**
- **Does this RFP requires contractors to comply with Davis Bacon Act:** Yes No
- Walk-through is recommended to all projects: to schedule a walk-through please contact: Edward Dada (Edada@ccadm.org) 305-467-5132
- All bidders must submit the following documentation as part of the proposal:
 - W-9
 - Workers Comp Insurance or exemption
 - Certificate of insurance (please refer to paragraph 10 of the standard contractual requirements)
 - Local Business Tax Receipt or License if applicable.



Scope of Services

- 1) Relocate a portion of the fence, and bollards to gain access to area, the selected vendor must reinstall when installation is completed.
- 2) Excavation of existing EPDM surfacing in playground area. Approximately 2,573 sqft
- 3) Removal and Disposal of existing playground equipment in proposed area.
- 4) Grinding of exposed tree roots to ensure a flat surface for new rubber surfacing to be installed. vendor must coordinate the work with our selected arborist to ensure all trees are shaved in order to successfully complete this project. (Arborist cost will be paid by Owner CCADM)
- 5) Supply, Delivery & Installation of sub-base crushed aggregate, compacted & shot with a laser for drainage. Approximately 2,573 sqft
- 6) Supply, Delivery & Installation of EPDM 50/50 mix. Color: Black/TBD. Approximately 2,573 sqft. No fall height, minimum padding.
- 7) The selected vendor must include in the price all labor, material, security, storage, dumpster, plans, and permits if applicable.



General Terms and Conditions

1. Receipt of a proposal neither commits Catholic Charities of the Archdiocese of Miami, Inc. (CCADM) to award a contract to any Vendor, and CCADM reserves the right to contract with a Vendor for reasons other than price. CCADM reserves the right to request additional information that is necessary and pertinent to the project. Products and services which are not specifically requested in the RFP, but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.
2. **Right of Rejection:** CCADM will review the proposals for compliance with the procedural requirements set forth in the RFP and will reject any proposal that fails to meet the specified scope of work. Any deviation from the performance requirements or other terms of the RFP, if in substantial compliance with the terms and intent of the RFP, maybe accepted by CCADM at its discretion. In addition, CCADM reserves the right to fund (and proceed with project), not to fund the project, or to partially fund the project. All costs directly or indirectly related to preparation of a response or oral presentation, if any, shall be the sole responsibility of and shall be borne by the Vendor.
3. **Notification of Successful Vendor:** The successful Vendor will be advised of selection by the purchasing agent through the issuance of a notification of award letter via email. Any notification shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.
4. **Governing law:** This contract shall be construed in and governed under the laws of the State of Florida and venue for all disputes shall be in Miami-Dade County.
5. **Funding to Clause:** In the event Catholic Charities fails to obligate requisite funds during the fiscal year(s) for payment of amounts due against an agreement resulting from this solicitation, necessitating cancellation of the agreement, the successful proposer(s) shall agree to hold Catholic Charities free from any charge or penalty. Any resultant contract is subject to the availability of appropriated funds.
6. It is the responsibility of the submitter to ensure that the proposal arrives to Catholic Charities within the deadline. Proposer should allow sufficient time for proper delivery. Catholic Charities assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by Catholic Charities. Every vendor is solely responsible for ensuring that its proposal is delivered on time. Proposals will be opened only after the due date and hour.
7. Negotiations may, at Catholic Charities' sole option, be separately conducted with the best qualified proposer's'. The evaluation committee may use these negotiations to determine which proposer has had adequate opportunity to present its proposal, including a thorough discussion of services, clarifications, and modifications requested of the proposer by the evaluation committee. Catholic Charities will consider all relevant factors in the aggregate for each proposal and select the proposal which reflects the best value for Catholic Charities.
8. Catholic Charities reserves the right to negotiate the final terms of the contract with the selected proposer's prior to signing the contract. Proposers submitting proposals should note that it is entirely within Catholic Charities' discretion in this procurement to determine if a proposal reflects the best value for Catholic Charities. The best value for Catholic Charities is dependent upon many factors, including without limitation, price. However, Catholic Charities reserves the right to select any proposal regardless of price. Pricing shall remain firm for the term of the contract.



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 CCADM for Work provided pursuant to this Agreement. Contractor shall render Work to CCADM 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 CCADM 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 CCADM. 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 CCADM 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 CCADM.

3. CCADM 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, CCADM 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 CCADM will be that of an Independent Contractor, and that it will not act or represent that it is acting as an agent of CCADM or incur any obligation on the part of CCADM 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 CCADM. 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.



CATHOLIC CHARITIES of the Archdiocese of Miami, Inc.

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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

Contractor's Name & Address:

Attn.: Contract Manager

1505 NE 26 Street

Wilton Manors, FL 33025

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 CCADM 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 CCADM, 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. CCADM 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 CCADM 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. CCADM 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 CCADM. The prevailing party in any indemnification action shall be entitled to recover attorney fees.