
SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the maintenance and/or repairs of swimming pool heaters at various locations throughout Miami Dade County in conjunction with the County's needs on an as needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department (ISD) Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year period.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible Bidder, who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive responsible bidder.

2.3.1 MINIMUM REQUIREMENTS:**A. CERTIFICATE OF COMPETENCY**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid State or County General Mechanical or Plumbing Contractor License with one or more LP License. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

B. LICENSE REQUIREMENTS

Bidder must have:

- **State or County General Mechanical or Plumbing Contractor**

Bidder must have one or two of the LP licenses:

- **0601 Category I Liquid Petroleum Gas Dealer certified by Florida Department of Agriculture and Consumer Services**
- **0803 Installer A certified by Florida Department of Agriculture and Consumer Services**
- **0408 installer C certified by Florida Department of Agriculture and Consumer Services**

C. SOLICITATION REQUIREMENTS

Bidder shall provide three (3) references from current customers that contain the following information: company name, company address, reference name & title, reference number and email. The references must be able to verify that the bidder has successfully provided the services being solicited for at least two (2) years in a commercial environment.

2.4 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the Bidder shall remain fixed and firm during the term of Contract.

2.5 RESPONSIBLE WAGES AND BENEFITS

In accordance with Section 2-11.16 of the Miami-Dade County Code, the Responsible Wages and Benefits provision applies to this solicitation. Rates paid shall not be less than those contained in the Wages and Benefits Schedule, in effect as of January 1st of the year the work is performed. Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill.

Responsible Wage and Benefit Report:

<http://www.miamidade.gov/smallbusiness/library/reports/wages/2016/2016-Building-Construction-Responsible-Wages-and-Benefits.pdf>

2.6 INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
Miami-Dade County must be shown as an additional insured with respect to this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

2.7 GENERAL TERMS AND CONDITIONS EXCEPTIONS

The following sections listed within the General Terms and Conditions (R15-5) are not applicable to this solicitation:

Section 1.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
Section 1.32 CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX
Section 1.46 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION, WATER AND SEWER,
TRANSIT AND SEAPORT DEPARTMENTS

2.8 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

- A. Type of Warranty Coverage Required

The Awarded Bidder shall provide a copy of its written warranty certificates with its initial offer, or upon request from the County. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Awarded Bidder will be the same offered by the Original Equipment Manufacturer (OEM) shall remain in force for the full period identified by the OEM; regardless of whether the Awarded Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

- B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place

the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.9 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The Awarded Bidder performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Awarded Bidder. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.10 ADD AND/OR DELETE FACILITIES

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, Awarded Bidder under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract Awarded Bidder that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

2.11 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.12 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.13 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

The County requires a qualified Bidder to perform maintenance and/or repairs of swimming pool heaters at various locations throughout the County. Preventive maintenance, start-up, and shut down of pool heaters and repairs may be required during the term of the resultant contract.

3.2 GOODS / SERVICES TO BE PROVIDED**A. SPRING MAINTENANCE SERVICE:**

1. Prior to the summer season in the month of May or when pools are filled, the vendor shall perform the tasks identified below. For all year round pools the Awarded Bidder will be notified/scheduled to perform services.
 - a. Remove burned assembly, clean fireside, heat exchanger, re-assemble pool heater, start-up to include checking gas supply and manifold pressure.
 - b. Check for proper water flow and temperature rise at pool heater. Adjust by-pass valve if needed; check limits, safeties and controls.
 - c. Check pool heater pump for proper operation.
 - d. Monday through Friday between 8:00 a.m. and 3:00 p.m.

B. FALL MAINTENANCE SERVICE:

1. The vendor shall at the end of the summer season in the third week of August, check pool heaters prior to shut-down and draining. For year-round pools, the Awarded Bidder shall be notified/scheduled in the month of August to shut down and drain the pools.

C. HOURLY RATES:

Pricing for the item listed below is required but will not be considered as a basis of award.

- a. Regular Hourly Labor Rate
The hourly rate quoted shall be deemed to provide full compensation to the Awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The Awarded Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

3.3 POOL LOCATIONS

	FACILITY	ADDRESS	HEATER	MODEL # AND BTU
1	Norman & Gene Rich Park	7901 NW 176 Street	NATURAL GAS	PNCP2000NACC/C11236609
2	Rockway Pool	9460 SW 27 Drive	LP GAS	LAARS AP1825EP09CBPCIX – 1,825,000 BTU
3	A.D. Barnes Pool	3401 SW 72 Avenue	NATURAL GAS	LAARS AP182EN09CBPCIX – 1,825,000 BTU
4	Tropical Estates Pool	10201 SW 48 Street	NATURAL GAS	LAARS MT1825EN09CBPCIX–1,825,000 BTU
5	Goulds Pool	21805 SW 114 Avenue	NATUARAL GAS	LOCHINVAR CPN-1442 – 1,440,000 BTU
6	Larry Penny Thompson	12451 SW 184 Street	NATURAL GAS	LOCHINVAR MODEL CPN-0752
7	South Dade Pool	28151 SW 164 Avenue	LP GAS	LAARS AP0850EP16CBA
8	YMCA Pool	7351 NW 186 Street	NATURAL GAS	LOCHINVAR MODEL CPN-1441
9	Miami-Dade Fire Rescue Training Facility	9300 NW 41 st Street	LP GAS	LOCHINVAR MODEL CPL-0991-1,000,000 BTU