

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 filter systems 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 flat rate 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. The County will award the total contract to a single Bidder.

If the Primary 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 Certificate of Competency for Swimming Pool Maintenance work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. . 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 one (1) of the following:

- State of Florida Swimming Pool/Spa Servicing Contractor License
- State of Florida Commercial Pool/Spa Contractor License
- Miami-Dade County Master Pool Maintenance Contractor License
- Miami-Dade County Swimming Pool Contractor License

2.3.2 SUBMITTAL REQUIREMENTS

References

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 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

2.5 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.

2.6 LABOR AND MATERIAL CHARGES

The Bidder shall provide the County with labor and materials in strict accordance with all solicitation requirements on an as needed basis. If materials are required during a service call, the materials shall be provided at cost with no markup. Invoices shall be submitted with proof of actual materials cost.

2.7 GENERAL TERMS AND CONDITIONS EXCEPTIONS

The following sections listed within the General Terms and Conditions (R15-3) 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 ADD AND/OR DELETE FACILITY(IES)

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 Awarded Bidder. 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.

Additionally, 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.

2.10 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.

2.11 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the Awarded Bidder, or to acquire the items through a separate solicitation.

2.12 NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A WORK ORDER:

The Awarded Bidder shall neither commence any work, nor enter a County work premise, until a Work Order directing the vendor to proceed with various items of work has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 ANNUAL PREVENTATIVE MAINTENANCE SERVICES TO BE PROVIDED (Materials and Labor Included):

The selected bidder shall provide annual preventive maintenance on filter systems of various makes and models listed in Section 3.2 Facility Locations. Maintenance shall include disassembly, cleaning and re-lubrication of the backwash valve, inspecting the anodes, cleaning the Y-Strainer, multi-port control valve assembly, and flow meter sensor. The bidder shall inspect the filter bed and overall flow efficiency and remove excessive mat or mud balls. The bidder shall inspect the shell coating of each vessel inside and outside and furnish and install the following parts: Manhole Gasket, Silicone O-Ring Lube, Shaft Wiper Replacement Kit, Wiper Spring, and Protective Cap as needed.

3.2 FACILITY LOCATIONS:

ALL YEAR ROUND (12 MONTHS)

	POOL NAME	ADDRESS	QTY	POOL FILTER	QTY	WATER ACTIVITY PARK FILTER	QTY	SPA
1	AD Barnes Park	3401 SW 72 Ave Miami, FL	3	EPD MODEL 150	1	NFS-34-A-075	0	N/A
2	Gwen Cherry Park	7090 NW 22 Ave Miami, FL	3	TRITON-TR-149	1	NFS-34-A-075	0	N/A
3	Goulds Park	11350 SW 216 Street Miami, FL	3	NFS-34-100-135-T	1	NFS-34-A-100-135-T	0	N/A
4	North Pointe Community Ctr	7351 NW 186 Street Miami, FL	1	NSF-42-4-360	1	NSF-34-4-126	0	N/A
5	Arcola Lakes Park Senior Cnt	1301 NW 83 Street Miami, FL	1	TRITON-TR-140C-3	0	N/A	1	PENTAIR CC 150 CARTRIDGE FILTER
6	Camp Owaissa Bauer	17001 SW 264 Street Miami, FL	1	NFS-34-100-165T	0	N/A	0	N/A
7	Marva Y. Bannerman Park	4830 NW 24 Ave Miami, FL	3	TRITON-TR-149	0	N/A	0	N/A
8	Norman and Jean Reach Park	7901 NW 186 Street Miami, FL	6	TRITON-TR-149	0	N/A	0	N/A
9	Rockway Park	9460 SW 27 Drive Miami, FL	2	NSF-42-50B-200-E	0	N/A	0	N/A
10	Tamiami Park	11201 SW 24 Street Miami, FL	6	EKO-34-135	0	N/A	0	N/A
11	Tropical Estates Pool	10201 SW 48 Street Miami, FL	6	TRITON-TR-149	0	N/A	0	N/A
12	West Perrine Aquatic Cnt	10301 SW 170 Terrace Miami, FL	0	N/A	0	N/A	0	N/A
13	Larry and Penny Thompson Park	12451 SW 184 Street Miami, FL	2	TRITON-TR-140C-3	0	N/A	0	N/A

SEASONAL POOLS (4 MONTHS)

	POOL NAME	ADDRESS	QTY	POOL FILTER	QTY	WATER ACTIVITY PARK FILTER	QTY	SPA
14	Naranja Park	14150 SW 264 Street Miami, FL	3	NFS-34-100-135-T	1	NFS-34-A-100-135-T	0	N/A
15	Sgt. Delancy Pool	14150 SW 264 Street Miami, FL	1	NFS-42-A-360	1	NFS-34-A-100-135-TX	0	N/A
16	South Dade Park	28151 SW 164 Ave Miami, FL	0	POOL WILL BE CLOSED AT THE END OF SUMMER- DEMOLITION				
17	Arcola -Sidney Wynn Park Pool	1680 NW 87 Street Miami, FL	3	TRITON-TR-149	0	N/A	0	N/A
18	Little River Pool	10525 NW 24 Ave Miami, FL	6	TRITON-TR-149	0	N/A	0	N/A

3.3. SPECIALIZED REPAIRS:

Specialized repairs may include one or all of the following below:

- A. Removal and replacement of sand media (grade #20, effective size .45 millimeter with a uniform co-efficient of 1.5 maximum) for PacFac Triton, Model TR-140 and EPD model 150.
- B. Removal and replacement of PacFac Triton model tr-149 filter laterals.
- C. Removal and replacement of Zinc Anode Assembly for EDP 150.
- D. Removal and replacement of PacFac Triton Multi-Port Valve Seals.

If specialized repair services are needed, rates for these services shall be in accordance with the proposed rates for this solicitation. Prices shall be offered at a flat rate per visit. Should materials be used in the service visit, Vendor shall submit invoices for proof of materials utilized, without markup.

3.4 REPAIR SERVICES:

Vendor may be required to perform repair services as stated herein. Provide maintenance and repair services, as required by MDPR, to copings, plastering of the pool walls, replacement of pool tiles, repair full piping of swimming pools, main drain return line and gutter lines. This item will be on an as needed basis. If repair services are needed, rates for these services shall be in accordance with the proposed rates in this solicitation. Prices shall be offered at a flat rate per visit. Should materials be used in the service visit, Vendor shall submit invoices for proof of materials utilized, without markup.