



## SECTION 2: SPECIAL TERMS AND CONDITIONS

### 2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract for the removal, disposal, purchase, and installation of the golf course netting for the Country Club of Miami that was damaged by Hurricane Irma.

#### DEFINITIONS

- A. All-inclusive pricing: the price provided shall include repairing existing netting and rope borders as required, the removal and disposal of the old/damaged netting, the cost of the new netting, all miscellaneous supplies, cables and equipment needed for proper installation of the new netting, and labor.
- B. Disposal: legally discarding the collected material.
- C. The County: refers to Miami-Dade County.

### 2.2 **TERM OF CONTRACT**

This contract shall commence upon the date of the purchase order (PO) and shall remain in effect until such time as the goods and services acquired in conjunction with this solicitation have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

### 2.3 **METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive, responsible Bidder, who meets the requirements as listed below. In order to be considered for award, Bidders must submit an offer in Section 4 for the item listed.

#### REQUIREMENTS

- A. Primary Contact Person:  
Bidders shall provide a contact name, phone number and email address of the individual in their organization who is knowledgeable and experienced in providing the goods and services; and who will serve as the primary point of contact for the County. This person shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the golf course netting replacement.

Bidders shall submit the specified information requested above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

### 2.4 **COMPLIANCE / REGULATIONS / SAFETY**

#### a. Legal Requirement for Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Department of Regulatory and Economic Resources, located at 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

#### b. Accident Prevention, Barricades and Safety

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), State and County regulations during the course of such effort. Any fines levied by the above mentioned Bidder authorities for failure to comply with these requirements shall be borne solely by the responsible Bidder. Barricades shall be provided by the Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County.

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue an immediate restrain or cease and desist order to the Awarded Bidder,

when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

c. Equipment

The Bidder's equipment shall be in proper working conditions, free from leaking fluids. All equipment shall include all safety devices, properly installed and maintained. If the County determines that the equipment is deficient in safety devices, the Bidder will be notified immediately. The Bidder shall remove the deficient equipment from services and replace it with working equipment.

d. Identification

All personnel performing services under this contract must carry valid government issued photo identification such as a driver's license.

**2.5 WARRANTY**

In addition to the Warranty listed in Section 1, Paragraph 1.7, the following warranties applies:

The awarded Bidder shall warrant the netting for no less than ten (10) years, from the date of acceptance. Should the netting have any latent or manufacturers defect within this time period, a new panel shall be supplied and installed at no additional cost to the County. In addition, the original installation shall be warranted for no less than three (3) years from the date of acceptance.

**2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The following clause will replace Section 1.22.A.2 of the General Terms and Conditions:

2. 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.

**2.7 USE OF FEDERAL FUNDING**

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

**2.8 FEDERAL STANDARDS**

Bidder hereby assures and certifies to the County that it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborer so (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and
- (3) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387; and
- (4) The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163; and
- (5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Contractor must provide a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

By signing this Agreement, Bidder hereby certifies, to the best of its knowledge and belief, that it and its principals.

- (6) Any requirements of 2 CFR pt. 200.318.
- (7) Procurement of recovered materials See §200.322.  
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- (8) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency (Complete certification attached)
- (9) The Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- (10) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (11) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Bidder, or any other party pertaining to any matter resulting from the contract.

## **2.9 EXEMPTION TO CERTAIN CLAUSES**

As a Federally-funded agency, the following clauses within Section 1 do **NOT** apply to this contract.

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- Section 1 Paragraph 1.36; County User Access Program (UAP) - The fee in the amount of two percent (2%) shall NOT apply.
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure- shall NOT apply.
- Section 1 Paragraph 1.45; Local Certified serviced-Disable Veteran's Business Enterprise Preference - shall NOT apply.
- Section 1 Paragraph 1.47; First Source Hiring Referral Program ("FSHRP") - shall NOT apply.
- Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.

## **2.10 OFFICE OF INSPECTOR GENERAL**

The cost of random audits of one quarter (1/4) of one (1) percent will be **NOT** be incorporated into the contract price of this solicitation. All else remains the same.

## SECTION 3: TECHNICAL SPECIFICATIONS

### 3.1 SCOPE OF WORK

Bidders shall provide in Section 4 an all-inclusive price for the replacement of a Roxford Fordell GF-X golf course barrier netting or an "equal" product. The awarded Bidder shall:

- On the left (east) side of the course, repair four (4) sections of netting and rope borders.
- On the right (west) side of the course, remove nine (9) damaged netting sections.
- Provide and Install on the west side of the course, 600 linear feet of range barrier netting with 3/8" poly rope border (three sections of 80 linear feet by 50 feet wide and six sections of 60 linear feet by 50 feet wide). The netting measurements provided are based on the County's best knowledge. Bidders shall conduct their own measurements for accuracy prior to submitting an offer.
- Install the netting on poles and cables with a brace system using 5/16" aircraft cables (vinyl coated to 3/8").
- Tighten and adjust all existing cables and hardware.
- Replace cables and hardware as required.
- Fasten the netting to 3/8" aircraft cables top and bottom using galvanized spring snap hooks on top and galvanized shackles at bottom cable. Ends and corners shall be anchored with galvanized screw in anchors and aircraft cables.
- Mark with yellow safety covers all guy wires.
- Remove all unusable materials and debris from the premises at the end of each workday, and disposed of in an appropriate manner.

### 3.2 SCHEDULE AND HOURS OF OPERATIONS

The awarded Bidder shall start the work within five (5) working from the receipt of the Purchase Order. The Awarded Bidder shall coordinate the schedule with the County prior to commencement of the work. The Awarded Bidder shall perform all services listed within this solicitation from Monday through Friday, 7:00 a.m. to 6:00 p.m. Evenings, weekends and holidays work need to be preapproved by the County. The work shall be performed in such a manner as to cause the least interference with the normal operation of the facilities.

### 3.3 PERSONNEL

The successful Bidder shall ensure that its personnel have the proper skills, training, background, knowledge and experience as necessary to perform the services described herein, in a competent professional manner. All work shall be performed in accordance with good commercial practice.

### 3.4 UTILITIES

The County will flag all sprinkles heads and mark all underground utilities prior to commencing the work. The awarded Bidder shall take all necessary precautions in order to prevent damages to sprinkles and utility lines. If a sprinkler or utility line become damaged during the work, the awarded Bidder shall report such damage to the County. The County shall notify the proper authority for immediate repair. No work shall be performed at the site until such damage has been repaired.

### 3.5 "EQUAL" PRODUCT

The mention of a particular manufacturer's brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the style, type or quality of merchandise that will be acceptable. Bidder are to list the brand name in Section 4 should an alternate product be offered. In addition, Bidders are to provide product specification sheets for the alternate product. Miami-Dade County reserves the right to request and review additional information and samples to make a determination. The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding upon all bidders.

The equal netting provided by the Bidder shall meet or exceed the following specifications:

- Mesh: 1"
- Color: Black
- UV Inhibitor: Amine
- Material: Hybrid Polyester/Polyethylene
- Chemical Resistance: Excellent

- Breaking Strength: 170 lbs. Pre Mesh
- Burst Strength: 368 lbs. Pre Mesh
- Abrasion Resistance: Excellent/High
- Approximate Wind Exposure: 22% when vertically installed
- Shade: 4%
- Weight: 0.27 lbs. per sq. ft.
- Manufactured Widths: Maximum of 50 ft. wide

**3.6 INSPECTION AND DEFICIENCIES**

All work shall be subject to the inspection and approval of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

The awarded Bidder shall promptly correct all deficiencies in the work that fails to conform to the contract documents after such deficiencies are reported by a County representative. All corrections shall be made within five (5) working days after such deficiencies are reported by the County. The Bidder shall bear all costs of correcting such rejected work.