

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New      OTR      Sole Source      Bid Waiver  
 Re-Bid      Other

Previous Contract/Project No.

N/A

LIVING WAGE APPLIES:    YES      NO

Requisition No./Project No.:     **FB-00967**

TERM OF CONTRACT

**5 Months**

Requisition /Project Title:     **Furnish, Replace, and Repair Damaged Canopies (South)**

Description:     **The County's Parks, Recreation, and Open Spaces Department (PROS) requires a Bidder to furnish and install shades as well as repair associated structures damaged by Hurricane Irma in various County parks, golf courses, and marinas.**

Issuing Department:     **Internal Services**

Contact Person:     **Alonzo Joseph**

Phone:     **305-375-2774**

Estimate Cost:     **\$ 500,000**

Funding Source:     **Federal (FEMA reimbursement)**

**ANALYSIS**

Commodity Codes:     **87022**     [ ]     [ ]     [ ]     [ ]

Contract/Project History of previous purchases three (3) years  
Check here  if this is a new contract/purchase with no previous history.

**EXISTING**

**2<sup>ND</sup> YEAR**

**3<sup>RD</sup> YEAR**

**Contractor:**     N/A

**Small Business Enterprise:**     [ ]

**Contract Value:**     [ ]

**Comments:**     [ ]

Continued on another page (s):      Yes      No

**RECOMMENDATIONS**

**SBE**

Set-aside

Sub-contractor goal

Bid preference

Selection factor

**Basis of recommendation:**     [ ]

Signed: Alonzo Joseph

Date sent to SBD:     6/22/18

Date returned to PMS:     [ ]

## SECTION 2 - SPECIAL CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract to furnish and install shades as well as repair damaged associated structures for Miami-Dade County.

### 2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the County, contingent upon the completion and submittal of all required documents, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. Successful Bidder shall commence work immediately after purchase order(s) have been issued and will have until December 31, 2018 to complete the work.

### 2.3 METHOD OF AWARD

Award will be made to the lowest priced responsive, responsible Bidder in the aggregate. Services that will be provided to the County at no cost must show zero (0) in the price line. In order to be considered for award, Bidders must submit an offer on all items that are listed; otherwise, its overall offer may be rejected.

If the Successful Bidder fails to perform in accordance with the terms and conditions of the contract, they may be deemed in default of the contract. If the Successful Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

Bidders shall meet the following criteria:

#### Qualifications:

- A. Bidder(s) shall assign a qualified superintendent who can be contacted Monday through Friday from 7:00 a.m. to 7:00 p.m. (local time). Bidder(s) are required to provide their superintendent(s) name, phone number, and e-mail address. The superintendent shall be the individual in the organization who is knowledgeable and experienced in the services being offered through this solicitation; and who will serve as the primary point of contact for the County. The superintendent 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 project.
- B. Bidder(s) shall provide two (2) current references on company letterhead, signed to demonstrate that the Bidder is regularly engaged in the business of providing and replacing canopies and/or repairing damaged canopies. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience in providing the services. The letters shall contain at minimum the reference phone number, and email address.
- C. Bidder(s) shall hold one of the following licenses Miami Dade County Canvas Awning Contractor, Metal Awning and Storm Shutters Contractor, Miscellaneous Metals Contractor, General Contractor, Building Contractor, State of Florida Specialty Structure, General Contractor or Building Contractor. *A copy of the license shall be provided with the Bidder's submittal form.*

Bidders shall submit the specified information listed 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.

## SECTION 2 - SPECIAL CONDITIONS

### 2.4 EXAMINATION OF SITE

It is highly recommended that Bidders visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these conditions. Bidder(s) shall be responsible for any and all quantity adjustments required to complete all work within plans. Bidder(s) shall be responsible to verify quantities of all materials required to complete all work, unless otherwise specified. A site visit has been scheduled as follows:

Site visits will be held, Tuesday, July 11, 2018 at 1:30 pm (local time). The meeting point will be at Wild Lime Park, located at 14751 Hammocks Boulevard, Miami, FL 33196. Following the visit of the initial site, County personnel will provide access to the following sites: Goulds Park, and Three Lakes Park.

Bidders shall arrive promptly as the meeting will start on time. Bidders are requested to bring a copy of the solicitation to the site visit, as additional copies will not be available. This meeting is exempt from the 'cone of silence' allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Bidders to attend the site visit.

### 2.5 PRICES

The prices quoted shall be deemed to provide full compensation to the Successful Bidder for labor, equipment use, transportation costs, travel time, and any other element of cost or price. The price shall remain firm and fixed for the term of the contract.

### 2.6 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 Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through Regulatory and Economic Resources, 33 SW 2nd Avenue, 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 OSHA, EPA, 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 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 immediate restraint or cease and desist to a 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 Bidders 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 of safety devices, the Bidder will be notified immediately. The Bidder shall remove the deficient equipment from services and replace it with working equipment within three (3) days of notification from the County. All equipment must comply with applicable local, state and federal rules and regulations.

## SECTION 2 - SPECIAL CONDITIONS

Failure to comply with any of these requirements may result in immediate suspension of work.

### 2.7 IDENTIFICATION AND UNIFORM

1. **Identification:** All personnel performing services under this contract must carry valid government issued photo identification such as a driver's license.
2. **Uniform:** All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the Bidder's company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance. Non-uniform clothing will not be permitted.

### 2.8 EMPLOYEE SUPERVISION

The Successful Bidder is responsible for all supervision of employees and ensuring that all work is completed according to the requested specifications. Any delays or rejected work that results from the Successful Bidder submitting work that is in any way incomplete or unsatisfactory are the sole responsibility of the Successful Bidder.

### 2.9 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.

### 2.10 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

## SECTION 2 - SPECIAL CONDITIONS

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.

(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 with 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.

### 2.11 EXEMPTION TO CERTAIN CLAUSES

As a Federally-funded agency, the following clauses within Section 1.0 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.

### 2.12 OFFICE OF INSPECTOR GENERAL

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

### 2.13 BID BOND BASED ON PERCENTAGE OF BID PRICE

- A. The Contractor shall be required to furnish a Bid Bond in all instances where a Performance Bond is required as part of a project. The County, in its sole discretion may require a bid bond on a project that do not require Performance Bonds. Failure to submit the bid bond will result in the rejection of the project response as non-responsive.

## SECTION 2 - SPECIAL CONDITIONS

B. When a bid bond is specified in the project, it shall be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of 5% of the base bid price, payable to the Board of County Commissioners of Miami-Dade County, Florida and conditioned upon the Successful Bidder submitting the specified performance bond (if required) within fourteen (14) calendar days following notice of award, in the form and manner required by the County. Any project not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the project will be forfeited as liquidated damages and affect the CONTRACTOR'S eligibility on future contracts. All CONTRACTORS shall be entitled to the return of their Bid Bond within ten (10) calendar days after award of the project. The following specifications shall apply if a Bid Bond is required:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount Best Rating  
500,001 to 1,500,000 B V  
1,500,001 to 2,500,000 A VI  
2,500,001 to 5,000,000 A VII  
5,000,001 to 10,000,000 A VIII  
Over 10,000,000 A IX

2. On project amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
  - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. For projects in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- F. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the project and as long as the funds are being held by the County.

## SECTION 2 - SPECIAL CONDITIONS

- G. The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

### 2.14 PAYMENT AND PERFORMANCE BONDS

- A. All Projects, where the prices received are in excess of \$200,000 will require the submission of a Payment and Performance Bond as required by State of Florida Statute. A Contractor may also be required to furnish a Payment and Performance Bond as part of the requirements for the award of the project, where the bid prices are anticipated to be less than \$200,000. The project shall clearly state such requirements.
- B. The Contractor to whom a contingent award is made shall duly execute and deliver to the County a Payment and Performance Bond in an amount that represents 100% of the Bid price offered by the Bidder within 14 calendar days of a Notice of Award. The Payment and Performance Bond Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the Payment and Performance Bond within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the Contractor's eligibility for award of future contracts. The following specifications shall apply to the bond required above:
1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:  
  
Bond Amount Best Rating  
200,001 to 500,000 B V  
500,001 to 1,500,000 B V  
1,500,001 to 2,500,000 A VI  
2,500,001 to 5,000,000 A VII  
5,000,001 to 10,000,000 A VIII  
Over 10,000,000 A IX
  2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
    - a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the project is issued;
    - b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
    - c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. For project contracts in excess of \$500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million and on the Treasury List.
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

## **SECTION 2 - SPECIAL CONDITIONS**

- F. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of the project and as long as the funds are being held by the County.
- G. The attorney-in-fact or other officer who signs a performance bond for a surety company must file a certified copy of a power of attorney authorizing the officer to do so with the bond. The performance bond must be counter signed by the surety's registered Florida agent.



## SECTION 3 – SCOPE OF SERVICES

### 3.1 SCOPE OF SERVICES

The County's Parks, Recreation, and Open Spaces Department (PROS) requires a Bidder to furnish and install shades as well as repair associated structures damaged by Hurricane Irma in various County parks, golf courses, and marinas. Site details are shown in Attachment 1. Site maps and photos are shown in Attachment 2.

### 3.2 FABRIC AND SYSTEM REQUIREMENTS

#### Playground Shade Canopy:

Successful Bidder shall provide ALNET shade fabric or approved equal. Approved equal salient characteristics shall be provided with bid submittal for review and evaluation.

Shade canopy specifications:

- a) Knitted of monofilament and high density polyethylene (HDPE).
- b) Fabric shall provide minimum 94% UV protection/block and shall meet NFPA 701, 99 Test Method 2 and ASTM E-84 Class A Fire Ratings. Minimum 316 g/m<sup>2</sup> fabric weight and shade factor no less than 85%.
- c) UV shade fabric shall be made of UV stabilized cloth.
- d) Fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. per square yard.
- e) Material to be Rachel-knitted to ensure material will not unravel if cut.

All playground shade canopies, when finished, shall be true and free of twists, bends, and open joints between the component parts. Fabric shall be stretched tight, with no undulation or wind flapping. Fabric shall be neat and free of punctures and tears. Canopy members shall be thoroughly straightened in the shop, before being worked on in any way.

Colors selected will be either dark blue or dark green unless otherwise specified in Section 4. Once the sub-group is awarded, the Successful Bidder will be notified of the color selected for each item.

Connections:

- a) Connections shall be per existing conditions and attachments. Connections shall conform to the requirements of the American Institute of Steel Constructions (AISC).
- b) Bidder is responsible to remove, replace, furnish and install the metal caps protecting the fabric grommets and lace along the edge of the fabric. Metal caps shall be restored to the structural metal beams after fabric replacement.
- c) Provide locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.

The manufacturer's name, brand and/or model information contained in this solicitation are being used for the sole purpose of establishing a minimum requirement of level of quality, standard of performance, and design and is not in any way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid. For this solicitation, the County will not accept an "Equal" for the Shade Systems and Funbrella brands.

### 3.3 PROJECT COORDINATION

Successful Bidder shall provide a qualified superintendent and work force acceptable to the Project Manager. Adequate supervision shall be implemented at all times during the course of the work. Bidder shall provide sufficient personnel, materials, and equipment to meet the requirements of the work within the contract period. Work shall be coordinated at all times with the Project Manager, and the facility shall remain operational at all times. Bidder shall coordinate the staging area, project installation phasing, and canopy replacement activities with the Project Manager.

## **SECTION 3 – SCOPE OF SERVICES**

### **3.4 SPECIAL CONDITIONS**

Successful Bidder shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The Successful Bidder shall retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the Contract term and shall provide the County with access to these records upon request of the County. The Successful Bidder shall also ensure that all Successful Bidder's management, staff, and volunteers:

- 3.4.1 Have had nationwide criminal background checks conducted by a Professional Background Screener.
- 3.4.2 Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
- 3.4.3 Have been verified as being United States Citizens or having legal immigrant status employment.
- 3.4.4 Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the Successful Bidder within forty-eight (48) hours of such arrest.
- 3.4.5 Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.

### **3.5 SAFETY**

Successful Bidder and its subcontractors shall bear the Company's logo on their vehicle while working at the project site.

### **3.6 HOURS OF OPERATION**

Successful Bidder shall perform all work during hours of operation, Monday through Friday, 7:00 AM to 7:00 PM. When it is necessary to perform work outside the designated hours of operation, the Successful Bidder shall notify the Project Manager at least one (1) working day in advance.

### **3.7 PROTECTION OF PROPERTY**

Successful Bidder is solely responsible for the protection of private and County property that may be affected during the performance of the work.

### **3.8 MAINTENANCE OF TRAFFIC**

Emergency lights shall be provided as necessary for the protection of traffic.

### **3.9 MATERIALS**

All shade canopy material must carry a manufacturer's label.

### **3.10 OPTIONAL UPGRADE**

The County may, at its sole discretion, choose to purchase an upgraded version of Line Item 19A that is a 100% water-proof fabric. As a result, the County is requesting pricing for a fabric that meets the minimum specifications and pricing for a 100% water-proof version. The price indicated on line item 19B, within Section 4.2, Pricing shall be the price for the 100% water-proof version, if the County decides to purchase the upgraded fabric.

### **3.11 DEFICIENCIES IN WORK TO BE CORRECTED BY SUCCESSFUL BIDDER**

Successful Bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) business days after such rejected defects, deficiencies, and/or non-conformances are reported to the Successful Bidder by the County's Project Manager. The Successful Bidder shall bear all costs of correcting such rejected work.

## **SECTION 3 – SCOPE OF SERVICES**

### **3.12 PAYMENTS**

Successful Bidder may submit invoices per site upon completion of work for that site. Payments will be made per site, once work is completed and accepted by the County.

### **3.13 WARRANTY**

Successful Bidder shall provide, at a minimum, a one (1) year warranty on labor, and ten (10) year manufacturer's limited warranty on playground canopy fabric, stitching fabric, fastening devices, and cables from the date of final acceptance issued by the Miami-Dade Project Manager. Bidder shall submit all warranties, logs, books, manuals required for the proper maintenance of the fabric, fasteners, and cables provided.

**SECTION 4 – BID SUBMITTAL**

**4.1 QUALIFICATION CRITERIA**

Bidders shall provide the following per Section 2.3

Superintendent Contact Information (Section 2.3.A)	
Contact Name	
Title	
Phone Number	
Email Address	

Letters of Reference (Section 2.3.B)
<input type="checkbox"/> Yes, my firm has experience pertaining to the relevant services and/or sale of goods and I have provided two (2) letters of reference from our clients.

License Requirement (Section 2.3.C)
Please indicate which one of the followings license your company holds:  _____ Miami Dade County Canvas Awning Contractor  _____ Metal Awning and Storm Shutters Contractor  _____ Miscellaneous Metals Contractor  _____ General Contractor  _____ Building Contractor  _____ State of Florida Specialty Structure  _____ General Contractor or Building Contractor.  <i>A copy of the license(s) shall be provided with the Bidder's submittal form.</i>

**SECTION 4 – BID SUBMITTAL**

**4.2 PRICING**

ITEM	DESCRIPTION	TOTAL PRICE
1	Park Name: Chuck Pezoldt Park Manufacturer: Shade Systems Type: Tent No. of Shades: 2 Additional Information: Over the Playground  No substitute will be accepted	\$ _____
2	Park Name: Colonial Drive Park Manufacturer: Shade Systems Type: Tent No. of Shades: 2 Additional Information: Triangle Shape  No substitute will be accepted	\$ _____
3	Park Name: Continental Park Manufacturer: Shade Systems Type: Tent No. of Shades: 1 Additional Information: SW area of the park  No substitute will be accepted	\$ _____
4	Park Name: Deerwood/Bonita Lakes Park Manufacturer: Shade Systems Type: Tent No. of Shades: 1 Additional Information: Over the Playground  Mark here if bidding a shade fabric with the characteristics defined in Section 3.2 (B): _____ and include:  Manufacturer: _____  Make/Model: _____	\$ _____
5	Park Name: Devon Aire Park Manufacturer: Shade Systems Type: Tent No. of Shades: 2  No substitute will be accepted	\$ _____

**SECTION 4 – BID SUBMITTAL**

ITEM	DESCRIPTION	TOTAL PRICE
6	Park Name: Eureka Villas Park Manufacturer: Landscape Structures Type: Cool Topper Integral Sails No. of Shades: 3 Additional Information: Sails Notes: Replace fabric. Two yellow, one blue.  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____
7	Park Name: Goulds Park (POOL) Manufacturer: Anchor Industries, Inc. Type: Funbrella No. of Shades: 3 Additional Information: Outdura Classic Royal Blue (20')  No Substitutions will be accepted.	\$ _____
8	Park Name: Kendall Indian Hammocks Fitness Manufacturer: Shade Systems Type: Model No. M44010 No. of Shades: 3 Additional Information: Fitness Zone  No substitute will be accepted	\$ _____
9	Park Name: Naranja Park Manufacturer: Shade Systems Type: Kite No. of Shades: 2  No substitute will be accepted	\$ _____
10	Park Name: Naranja Park (POOL) Manufacturer: Unknown Type: N/A No. of Shades: 1 Additional Information: Wet Playground  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____

**SECTION 4 – BID SUBMITTAL**

ITEM	DESCRIPTION	TOTAL PRICE
11	Park Name: Oak Creek Park Manufacturer: Shade Systems Type: Kite No. of Shades: 3 Additional Information: Northeast section of Park  No substitute will be accepted	\$ _____
12	Park Name: Plaza Licenciado Benito Juarez Manufacturer: Playworld Systems Type: Integral No. of Shades: 3  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____
13	Park Name: Quail Roost Park Manufacturer: Playcraft Type: Integral Shade of Playground No. of Shades: 3 Additional Information: Over the Playground.  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____
14	Park Name: Richmond Triangle Park Manufacturer: Landscape Structures. Type: Integral Shade of Playground No. of Shades: 1  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____

**SECTION 4 – BID SUBMITTAL**

ITEM	DESCRIPTION	TOTAL PRICE
15	Park Name: Rock Ridge Park Manufacturer: Landscape Structures Type: Cool Topper Integral No. of Shades: 9 Additional Information: Eight Sails & One Shade.  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____
16	Park Name: Sharman Park Manufacturer: Shades Systems Type: Tent No. of Shades: 1 Additional Information: Northeast Section of Park  No substitute will be accepted	\$ _____
17	Park Name: South Dade Park (POOL) Manufacturer: Anchor Industries, Inc. Type: Funbrella Classic No. of Shades: 2 Additional Information: Outdura Classic Royal Blue 1 - (20') and 1 - (12')  No Substitutions will be accepted.	\$ _____
18	Park Name: Southridge Park Manufacturer: Landscape Structure Type: Cool Topper Integral No. of Shades: 12  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____



**SECTION 4 – BID SUBMITTAL**

ITEM	DESCRIPTION	TOTAL PRICE
19A	Park Name: Three Lakes Park Manufacturer: Unknown Type: 2 Double Tents No. of Shades: 2 Additional Information: Next to Building Second Price / <b>Optional</b> Waterproof  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____ Make/Model: _____	\$ _____
19B	Optional 100% Waterproof Fabric Upgrade to Line Item 19A, per Section 3.10, Optional Upgrade.  Manufacturer: _____ Make/Model: _____	\$ _____
20	Park Name: Walter A. White Park Manufacturer: Playground Systems Type: Hex No. of Shades: 1 Additional Information: Cool Topper  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____ Make/Model: _____	\$ _____
21	Park Name: West Kendall District Dog Park Manufacturer: Cool Shades Type: Double Tent No. of Shades: 2 Additional Information: Dog park  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____ Make/Model: _____	\$ _____

**Commented [RB(2)]:** If we want to enhance or replace with something better than the original FEMA will only cover the original cost of the replacement.

**Commented [TJ(3)]:** Delete optional.

**Commented [RB(4)]:** Would like to keep this option so we know exactly how much it is for FEMA reimbursement. We would like a fabric thick enough that water does not go through the fabric.

**Commented [JA(5R4)]:** Bernie, please contact your FEMA representative and confirm if this is allowable. Because if it is not we may jeopardize this whole solicitation for this one optional upgrade.

**Commented [TJ(1)]:** I don't think we can do this. Doesn't FEMA require that we replace with exactly what was damaged?

**Commented [TJ(6)]:** I don't think we can do this. Doesn't FEMA require that we replace with exactly what was damaged?

**Commented [RB(7)]:** If we want to enhance or replace with something better than the original FEMA will only cover the original cost of the replacement.

**Commented [TJ(8)]:** Delete optional.

**Commented [RB(9)]:** Would like to keep this option so we know exactly how much it is for FEMA reimbursement. We would like a fabric thick enough that water does not go through the fabric.

**Commented [JA(10R9)]:** Bernie, please contact your FEMA representative and confirm if this is allowable. Because if it is not we may jeopardize this whole solicitation for this one optional upgrade.

**SECTION 4 – BID SUBMITTAL**

ITEM	DESCRIPTION	TOTAL PRICE
22	Park Name: West Perrine Park (POOL) Manufacturer: Anchor Industries, Inc. Type: Funbrella Classic Additional Information: 10 Outdura Classic Royal Blue (20'). 2 Blue & Green 2 Red & Yellow 2 Red & Blue 2 Blue & Yellow 2 Green & Yellow  No Substitutions will be accepted.	\$ _____
23	Park Name: Wild Lime Park Manufacturer: Shade Systems Type: High Mega Span No. of Shades: 1 Additional Information: Over the Playground  No substitute will be accepted	\$ _____
24	Park Name: Wild Lime Park Fitness Zone Manufacturer: No Equal Design Type: Duela Stacked Tents No. of Shades: 2 Additional Information: Fitness Area  Mark here if bidding ALNET with the characteristics defined in Section 3.2 (B): _____  Complete if bidding an "equal":  Manufacturer: _____  Make/Model: _____	\$ _____

**SECTION 4 – BID SUBMITTAL**

**Byrd Anti-Lobbying Amendment Certification Form**

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The pre-qualified Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 4 – BID SUBMITTAL**

**Suspension and Debarment Certification Form**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Signature of Contractor’s Authorized Official

\_\_\_\_\_

Name and Title of Contractor’s Authorized Official

\_\_\_\_\_

Date

\_\_\_\_\_

## SECTION 4 – BID SUBMITTAL

### MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT AFFIDAVIT

#### PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT

1. This affidavit is submitted to the Miami-Dade County Parks, Recreation and Open Spaces Department, (the "Department") by:  
\_\_\_\_\_, for  
(Print individual's name and title)  
\_\_\_\_\_  
(Print name of entity submitting compliance statement)  
whose business address is \_\_\_\_\_  
and its Federal Employer Identification Number (FEIN/SSN) \_\_\_\_\_
2. I, am duly authorized to make this affidavit on behalf of:  
\_\_\_\_\_  
(Print individual's name and title) \_\_\_\_\_  
(Print name of entity submitting affidavit)
3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.
4. I understand and can attest to the my organization/agency/firm's compliance with this Ordinance and that;
  - A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing to volunteer a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
  - B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.
  - C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:
    1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
    2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
    3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
    4. Is a sexual offender or a sexual predator; or
    5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.
  - D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff

**SECTION 4 – BID SUBMITTAL**

member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.

- E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Parks, Recreation and Open Spaces Department.
5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
    - a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
    - b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
    - c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
    - d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
  6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
  7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

\_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_ Signature)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_

by \_\_\_\_\_ He/She is personally known to me or has

presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_ (Signature of Notary) \_\_\_\_\_ (Serial Number)

\_\_\_\_\_ (Print or Stamp Name of Notary) \_\_\_\_\_ (Expiration Date)

Notary Public \_\_\_\_\_ Notary Seal  
(State)