

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to pump water and debris from pools and fountains 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 Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Procurement Management Division, and shall remain in effect until such time as the goods are delivered and/or services are completed, and accepted by the County's authorized representative.

2.3 PRE-BID SITE VISIT

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. A site visit has been scheduled for each project as follows:

VIZCAYA Tuesday, January 16, 2018 at 2:30 pm. The meeting point will be at the main entrance of the Children's Courthouse, which is located at 155 NW 3rd St, Miami, FL 33128.

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. The 'cone of silence' will be lifted during the site visit to allow 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.

2.4 METHOD OF AWARD

Award of this contract will be made to the lowest, responsive, responsible Bidder on the Project and who meet the qualification listed below.

Qualification

1. Bidder(s) are required to provide in Section 4 the contact information of the project manager/supervisor assigned to the project, who have full authority to act on behalf of the Bidder on all matters related to operations. The contact information shall include the name, title, phone number, and email address.

Bidders shall submit the specified information listed above with their bid submittal form as proof of compliance to the requirement 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.

If the Successful Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder 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.

2.5 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

Bidders shall conduct the work in a manner, which shall not interfere with normal pedestrian traffic or adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause any annoyance to residents near the sites or users of the sites.

Commented [TJ(1): Vizcaya – please follow sample language here and supply proposed date, time, and location. Keep in mind we are about three weeks away from contract advertisement.

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 restrain 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.

<http://www.motadmin.com/find-a-training-provider.aspx?pageNum=2&orderBy=TwoDecimalRating>

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

2.6 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.

2.7 EMPLOYEE SUPERVISION

The awarded Bidder is responsible for all supervision of employees and for establishing a quality control program that will ensure that all work is completed according to the requested specifications. Any delays, costs, or rejected work that results from the Bidder submitting work that is in any way incomplete or unsatisfactory are the sole responsibility of the Bidder.

2.8 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.

2.9 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.

- (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.

2.10 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.

2.11 **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.

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SECTION 3: SCOPE OF SERVICES

3.1 BACKGROUND

Hurricane Irma that hit South Florida in September 2017 blew debris into the pools and fountains at Vizcaya Museum and Gardens, located at 3251 South Miami Avenue, Miami, Florida 33129. The County requires that the Successful Bidder provide all necessary equipment and labor required to remove all water and debris from the following pools and fountains:

Vizcaya Pools and Fountains – Project 1

Center Island Pool: Located in the center of the Main Gardens and it is divided into two sections. Each section is approximately 150' L x 12' W x 12' D with approximately 300 cubic yards of organic solids.

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Fountain Garden Channels: Limited to 13 individual pools at the end of each channel. Each pool is approximately 6' L x 6' W x 2' D.

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Marine Garden Pool: Pool is approximately 20' L x 12' W x 10'D.

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Exhibit A shows the current conditions of the Vizcaya pools and fountains.

3.2 PROJECT 1

3.2.1 Scope of Services

The Successful Bidder shall:

- 3.2.1.1 Remove all water and debris from pools and fountains identified in Section 3.1 above.
- 3.2.1.2 Remove from property and properly dispose of all solid debris from the pools and fountains as a result of the Services provided under this Bid. Water may be disposed of on-site into an ecologically appropriate location at the direction of Vizcaya staff.

3.2.2 Project Schedule

3.2.2.1 It is expected that the Successful Bidder shall commence work no later than two (2) weeks after issuance of a Purchase Order and work shall be completed within one (1) weeks after work commences. Work may be performed on Tuesdays only since Vizcaya is closed to the general public. It is expected that work proceed regardless of weather conditions but the County will not hold the Successful Bidder responsible for delays caused by severe or dangerous weather. Should weather delay work, work must be rescheduled for the following Tuesday.

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3.2.3 Restrictions

The Successful Bidder shall:

- 3.2.3.1 Confer with on-site staff to obtain access to approved parking and staging areas which is expected to be within a reasonable location adjacent to the pools and fountains being serviced.
- 3.2.3.2 Successful Bidder shall not block any entrance, exit, parking area, or traffic flow on the property.
- 3.2.3.3 Successful Bidder shall maintain the work site in a neat and orderly fashion and shall remove debris on a daily basis.

SECTION 4: BID SUBMITTAL FORM

The Bidder's price shall be submitted on this Bid Submittal Form and in the manner stated herein. Bidder is required to fill in the applicable blanks on this form. Bidder's price in Section 4.1 must include all cost elements as they will not be reimbursed by the County.

4.1 Bid Submittal

Bidder shall provide a price per Project in which the Bidder wants to be considered. In situations where a Bidder does not wish to participate in a project, leave the appropriate pricing line blank; do not enter zero (0) on that pricing line.

Project Description	Quantity	Price per Project
Project 1 as described in Section 3.2	1	\$ _____

4.2 Qualifications

The Bidder shall provide the Project Manager and/or Supervisor Information as requested in Section 2.4.1.

Contact Information	
Contact Name:	_____
Contact Title:	_____
Phone Number:	_____
Email Address:	_____

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: _____

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

Exhibit A – Current Conditions at Vizcaya

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