

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.: **IB-00885**

TERM OF CONTRACT

One-Time

Requisition /Project Title: **Greenhouse Repair Services**

Description: Hurricane Irma that hit South Florida in September 2017 damaged greenhouse structures at Vizcaya Museum and Gardens, located at 3251 South Miami Avenue, Miami, Florida 33129. The County requires that the Successful Bidder provide all necessary materials, parts, equipment, and labor required to repair and replace structural parts and coverings on said greenhouses.

Issuing Department: **ID**

Contact Person: **Jessica Tyrrell**

Phone: **305-375-4029**

Estimate Cost: **\$ 50,000**

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

ANALYSIS

Commodity Codes:

155-42

595-40

909-61

909-64

981-40

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

EXISTING

2ND YEAR

3RD 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: Jessica Tyrrell

Date sent to SBD: **03/30/2018**

Date returned to PMS:

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract to repair damaged greenhouses 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 as follows:

The site visit will be held, Friday, April 6, 2018 at 10:00 am (local time) at Vizcaya Museum and Gardens, 3251 South Miami Avenue, Miami, Florida 33129. The meeting point will be at the greenhouses in the service area at the southern edge of the Vizcaya property. Security onsite will be advised of the meeting. When arriving, please ask the stationed security officers for direction assistance and parking location.

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 and who meet the qualifications 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.
2. Bidder(s) are required to provide two (2) current references on company letterhead, signed to demonstrate that the Bidder is regularly engaged in the business of repairing greenhouses. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise providing the repair services.

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.

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, emission controls, and be 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 Successful Bidder is responsible for all supervision of employees ensuring that all work is completed according to the requested specifications. Any delays, costs, 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.

2.8 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

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- (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.

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- 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.

SECTION 3: SCOPE OF SERVICES

3.1 BACKGROUND

Hurricane Irma hit South Florida in September 2017 damaging greenhouse structures at Vizcaya Museum and Gardens, located at 3251 South Miami Avenue, Miami, Florida 33129. The County requires that the Successful Bidder provide all necessary materials, parts, equipment, and labor required to repair and replace structural parts and coverings on the following greenhouses.

Vizcaya Greenhouse A: Three bay hoop style greenhouse approximately 50' x 48'.

Vizcaya Greenhouse B: Two bay hoop style greenhouse approximately 18' x 16'.

Both Greenhouses are located within Vizcaya's Oval Plaza and are accessible by a standard full-sized truck. Exhibit A shows the current conditions of the Vizcaya greenhouses.

3.2 PROJECT 1

3.2.1 Scope of Services

The Successful Bidder shall:

- 3.2.1.1 Remove and replace damaged structural elements of both greenhouses.
- 3.2.1.2 Remove and replace existing 6-mil clear, UV resistant, poly film covering on both greenhouses with new 6-mil clear, UV resistant, poly film covering.
- 3.2.1.3 Remove existing torn shade cloth from Greenhouse A and replace with 30% shade cloth prior to installation of new 6-mil clear, UV resistant, poly film covering.
- 3.2.1.4 Remove existing Alumitex fabric covering from Greenhouse B.
- 3.2.1.5 Salvage existing shade cloth from Greenhouse B (if possible) and reinstall on Greenhouse B prior to installation of new 6-mil clear, UV resistant, poly film covering. If unable to salvage, Successful Bidder shall replace the shade cloth with new 30% shade cloth prior to installation of new 6-mil clear, UV resistant, poly film covering.
- 3.2.1.6 Remove from property and properly dispose of all damaged parts and materials from the Greenhouses as a result of the Services provided.

3.2.2 Project Schedule

- 3.2.2.1 It is expected that the Successful Bidder shall commence work no later than three (3) weeks after issuance of a Purchase Order and work shall be completed within five (5) business days after work commences. Work may be performed Monday through Friday during the hours of 7:00 am and 4:30 pm (local time). Saturday work may be permitted with a minimum of five (5) business days' written notice. It is expected that work proceed regardless of weather conditions.

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 Greenhouses.
- 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.

3.2.4 Warranty

- 3.2.4.1 Successful Bidder shall provide, at a minimum, a two (2) year warranty on materials and labor.

3.2.5 Work Acceptance

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

3.2.6 Deficiencies in Work to be Corrected by Successful Bidder

The 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 completion status. All

corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Bidder by the County's project administrator, who may confirm all such verbal reports in writing. The Successful Bidder shall bear all costs of correcting such rejected work.

Exhibit A – Current Conditions at Vizcaya

