

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for quarterly Preventative Maintenance Services (PM), repairs, and installations for lake fountains located within the Special Taxing Districts throughout 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 Notice of Award Letter distributed by the County's Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for three (3) years, with 2 (two) one year options to renew. The contract shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced, responsive, responsible bidder who submits an offer on all items. Bidder must submit an offer on all locations or the offer may be rejected. If the awarded bidder fails to perform the County has the right to negotiate with the next low, responsive, responsible bidder.

Submittal Requirements:

1. Bidder(s) shall provide contact information to include name of contact, email address, phone number and fax number for Primary (required) and Secondary (optional) Staff within your company who will be responsible for providing a response to Miami-Dade County.
2. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided preventative maintenance services similar in size and scope of services being requested. References shall be from a governmental agency or active residential Home Owners Association.

2.4 CONTRACTOR REQUIREMENTS

1. Contractor will be required to provide the required services in a safe, efficient, high productive manner, and within a very specific time-frame stipulated by the County.
2. The Contractor shall furnish all personnel, boats, materials and appropriate equipment to meet the project objective. Equipment used shall be in good repair and operating condition at all times, and in compliance with all Federal, State, and Local vehicle regulations. All equipment must meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations.
3. At completion of each job, the Contractor shall leave the project area in a clean, neat, and safe condition.
4. The Contractor shall notify the project manager to enlist the assistance of a licensed electrician or plumber if deemed necessary to perform all specified work in a safe and legal manner.

2.5 PERSONNEL REQUIREMENTS

- A. The Contractor shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. All of the Contractor's maintenance personnel shall be in the employ of the Contractor. The contractor shall provide phone numbers for at least two contact persons (one primary, one alternate) in a supervisory capacity able to provide information regarding work order status, and perform other supervisory tasks. One of these contact persons must be available between the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday. The contractor shall provide efficient communication including telephone and/or email to County personnel within twenty-four (24) hours of initial communication.

- B. Contractor shall insure that all employees performing the services under this contract wear appropriate safety equipment, and company uniforms which clearly indicate to the public the name of the Contractor. All employees shall identify themselves and the nature of their work to area residents upon request.

2.6 PRICES

Prices proposed by the Bidder shall remain fixed for the term of the contract.

2.7 SCHEDULING

The Project Manager will provide to the contractor a lake fountain maintenance schedule to include: a listing of all lake fountains to be serviced, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the contractor to ensure compliance and effective maintenance practices, with consent and approval of the project manager. If any unscheduled changes in the assigned schedule are required, the contractor shall submit said changes to the Project Manager in writing five (5) working days prior to the start of the next service cycle for approval.

2.8 REPORTS

The contractor must maintain comprehensive and legible records to be submitted quarterly and at the request of the project manager. The contractor shall adhere to the following reporting guidelines:

1. Contractor shall provide a Service Report for each site serviced during each quarter and shall include the following information:
 - a. Date and time of service
 - b. Technician name
 - c. Checklist of items inspected and maintained
 - d. List of replacement parts completed as regular quarterly maintenance
 - e. Request for emergency replacement parts/service as needed

2.9 PROTECTION of PROPERTY and REPAIR of DAMAGE

All portions of landscape, structures, facilities, services, utilities, road, and irrigation systems shall be protected against damage or interruption of service at all times by Contractor, during the term of the Contract. Any damage to the property as a result of the performance of work by Contractor during the term of the contract shall be repaired or replaced in kind, and in a manner approved by the Project Manager. All work of this kind shall be performed by the Contractor at no cost to the County. Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed.

Repairs to landscape, structures, or facilities, including irrigation systems, which are damaged or altered by acts of God, vandalism, vehicular damage, theft, or undetermined causes, that do not result from the

performance of work by Contractor, shall be repaired by the County at no cost to Contractor, except where the specifications provide otherwise.

Contractor shall notify the County Project Manager within twenty-four (24) hours, after discovery of any damage caused by accident, vandalism, theft, acts of God, or undetermined causes.

2.10 SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation to any other than the awarded contractor.

2.11 PRE-WORK CONFERENCE

After award of contract, a pre-work conference will be held with the awarded contractor, members of the Parks, Recreation and Open Spaces (PROS) and other agencies affected by the services to discuss schedule, and contract language. The Special Taxing District Division will contact the awarded contractor in written form, which will include time and place of this meeting.

2.12 PURCHASE of ANCILLARY SERVICES/SUPPLIES

The Project Manager may, at his/her discretion, authorize the contractor(s) to perform additional work not provided elsewhere within the contract. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the contractor. However, within twenty-four (24) hours after receiving verbal authorization, the contractor shall submit a written estimate. When the need for ancillary supplies arise request for quotations will be issued to the primary contractor awarded for the specific sites.

All additional work shall commence on the specified date established and contractors shall proceed diligently and continuously to complete said work within the time allotted.

2.13 ADDITIONAL FACTORS

Contractors shall not work or perform any operations during inclement weather. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the contractor may submit a written request for additional time to complete scheduled work.

2.14 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.15 WARRANTY REQUIREMENTS

In addition to all other warranties that may be provided by the OEM, the bidder shall warrant against defective materials and manufacturing defaults inclusive of parts and service for no less than twelve (12) months after the date of acceptance of the goods by the County. This warranty requirement shall remain in force for the full twelve (12) month period, including all parts and labor. Any payment by the County on behalf of the goods received from the bidder does not constitute a waiver of this warranty provision. Bidder shall acknowledge and agree that all parts and/or materials supplied by the bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. The County may require parts provided to be returned and/or replaced at the bidder's expense, in the event the parts supplied to the County by the bidder are found to be defective or do not conform to specifications.

2.17 SERVICE AND REPAIRS

1. Significant problems or malfunctions that require repair shall be provided to the County in writing and submitted for approval prior to proceeding with the work, within one (1) business day of discovery. A proposal shall be submitted to the County as a repair request detailing the site location and the description of the equipment to be repaired or replaced. These services are for any work requested that is not part of quarterly maintenance service. Such repair services may include but not limited to, breakers, switches, motors, spray heads, valves, locks, sensors, timers, control switches, pumps, or leaking pipes.
2. Service and repair shall be paid based on the Contractor's labor rate on an as-needed basis as quoted on the fee schedule. The labor rate will include any and all peripheral costs (e.g. travel to/from lakes, guarantees, warranties, insurance, etc.)
3. Contractor shall order all parts for service and repairs. The Contractor shall charge their cost for materials listed on the fee schedule for repair services. The Contractor's invoices must include the supply house invoice that clearly shows the manufacturer's part number, description and supply house cost. The Contractor will submit with their invoice to the County, all invoices from suppliers and other trade partners for the purpose of verifying costs associated with the parts related to repair or replacement services.
4. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the County's designated representative.

2.18 EMERGENCY SERVICES AND RESPONSE TIME

1. Contractor shall provide emergency services or additional repairs to the County under the contract. Emergency services under this contract shall be defined as "any unforeseen, unanticipated work not listed under the routine PM/repair service. Acceptable response time for emergency service shall not exceed forty-eight (48) hours from County notification.
2. Services shall be provided during working hours Monday through Friday, 8:00am to 5:00pm (excluding holidays). Service response time shall be no greater than two (2) hours from the initial 'service call', during regular operating hours. The successful bidder shall coordinate directly with the designated Parks, Recreation and Open Spaces project administrator to schedule all jobs: visits, repairs, and materials to be delivered.

2.19 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

2.20 INSURANCE

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The awarded bidder will be responsible for providing Quarterly Preventative Maintenance Services and inspections, repairs and installations of lake fountains within the Special Taxing districts located in Miami Dade County. These services shall include, but not be limited too, cleaning, inspecting, and repair/replacement of the lake fountains.

3.2 SERVICE SITES

The County currently has thirteen (13) fountains located within the Special Taxing District throughout Miami Dade County. Please see Exhibit A - Maps for the locations of each fountain.

Map 1 – Kendall: Two (2) Fountains

Fountain	Make/Model	Motor	# Lights
#1 North	Aquadisplays - Ultima	10hp, 230-volt, 1-phase	6
#2 South	Aquadisplays - Ultima	10hp, 230-volt, 1-phase	6

Map 2 - Grand Lakes: Five (5) Fountains

Fountain	Make/Model	Motor	# Lights
#1 North	Fountain Design Group - Aquarius	2 x 1hp, 230-volt, 1-phase	3
#2 SW 14th St	Fountain Design Group – Aquarius w/center jet pod	5hp, 230-volt, 1-phase	3
#3 SW 16th Ter	Fountain Design Group - Aquarius	5hp, 230-volt, 1-phase	3
#4 SW 20th Ter	Fountain Design Group - Aquarius	5hp, 230-volt, 1-phase	3
#5 South	Fountain Design Group - Aquarius	5hp, 230-volt, 1-phase	3

Map 3 - Shoma Estates: Five (5) Fountains

Fountain	Make/Model	Motor	# Lights
#1 North	Lake Fountains- Three Tier	3hp, 230-volt, 1-phase	2
#2 NW 10th Ter	Lake Fountains- Three Tier	3hp, 230-volt, 1-phase	2
#3 NW 9th Lane – north side	Lake Fountains- Three Tier	3hp, 230-volt, 1-phase	2
#4 NW 9th Lane – south side	Lake Fountains- Three Tier	3hp, 230-volt, 1-phase	2
#5 South	Lake Fountains- Three Tier	3hp, 230-volt, 1-phase	2

Map 4 - Doral Park: One (1) Fountain

Fountain	Make/Model	Motor	# Lights
#1 NW 41st St	Oase/Rainjet -Grand Geyser	2hp, 230-volt, 1-phase	3

3.3 REQUIRED PREVENTATIVE MAINTENANCE & INSPECTION SERVICES

- Contractor shall perform Quarterly Preventative Maintenance Inspections (PMI) as indicated on the fee schedule to minimize outages and maximize the service life of all lake fountains.
- The Contractor understands that this portion on the contract is to be considered a full service maintenance contract with no additional billable services authorized unless preapproved by the County's designee. Quarterly Preventative Maintenance Inspection (PMI) Services shall include all of the following:

Inspecting the pump motors, intake screens, impellers, flotation units, anchoring systems, tightening any loose nuts, bolts, brackets, etc., lamp replacements, timers, switch gears, and all other components related to the functionality and operation of the water fountains, bubble diffusers, and aerators.

As part of PMI, the Contractor shall:

- (a) Remove all debris to insure proper water flow.
- (b) Test each fountain's control panel, motor, motor controls, and power cable as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses
 - Make sure all wires, breakers, and other electronic parts are securely attached.
 - Check timer and set as needed.
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
- (c) Inspect motor shaft to make sure it is not bent and that it turns smoothly and quietly.
- (d) Inspect propeller or impeller (depending on what type unit) and diffuser plate (if present) to make sure they are tightly attached and not bent or damaged in any way.
- (e) Plugging in equipment and test run, checking water flow and pressure
- (f) Check all expansion plugs
- (g) Checking pump pressure level
- (h) Inspecting and cleaning filter equipment
- (i) Check and clean strainers, nozzles and sequence valves clogged by debris
- (j) Inspecting the equipment for damage, vandalism, etc.
- (k) Inspect and evaluate light fixtures:
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.

3.4 INSTALLATION SERVICES FOR NEW EQUIPMENT

1. The Contractor shall provide installation of new equipment, as suggested by contractor and approved by the County.
2. New installations shall be paid based on the Contractor's labor rate and done on a time and material, as-needed basis as quoted on the fee schedule. The labor rate will include any and all peripheral costs (e.g. travel to/from facilities, trainings, guarantees, warranties, insurance, etc.)
3. The Contractor shall order all parts for installation services. All parts shall be approved by the County prior to purchase. The Contractor shall charge their cost for materials plus the materials markup as listed on the fee schedule for new installments. The Contractor's invoices must include a supply house invoice that clearly shows the manufacturer's part number, description, supply house cost and percent markup cost. The Contractor will submit with their invoice to the County, all invoices from suppliers and other trade partners for the purpose of verifying costs associated with the parts related to new installments.

4. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the County's designated representative.
5. The County reserves the right to directly purchase any equipment or parts for the Contractor to install without the addition of the Contractor's percentage mark-up.

