

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.

Contract _____

Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **RQPR1700019** TERM OF CONTRACT **One time purchase order**

Requisition /Project Title: **GOLF NETTING -PALMETTO GOLF - HURRICANE IRMA**

Description: **The purpose of this solicitation is to establish a contract for the purchase, removal, and installation of the golf course netting and pols for the Palmetto Golf Course.**

Issuing Department: **ISD for MDPR** Contact Person: **Jennyfer Calderon** Phone: **305-829-8456**

Estimate Cost: **\$90,000** GENERAL FEDERAL OTHER

Funding Source: **X**

ANALYSIS

Commodity Codes: **120-67** **340-72** _____ _____

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: _____

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: **Jennyfer Calderon** Date sent to SBD: **09/21/2017**

Date returned to DPM: _____

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase, removal, and installation of the golf course netting and poles for the Palmetto Golf Course.

DEFINITIONS

- A. **All-inclusive pricing:** the price provided shall include the removal of the old/damaged netting and poles, the cost of the new netting, and any labor and miscellaneous supplies needed for proper installation of the netting and poles.
- B. **The County:** it refers to Miami-Dade County.

2.2 **TERM OF CONTRACT**

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

2.3 **METHOD OF AWARD**

Award of this contract will be made to the lowest responsive, responsible Bidder in the aggregate, who meets the qualifications as listed below. In order to be considered for award, Bidders must submit an offer on all items listed in the solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected.

QUALIFICATIONS

- A. Bidders shall provide a contact name, along with the contact information of the individual in their organization who is knowledgeable and experienced in providing these services; and who will serve as the primary point of contact for the County. This person shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the golf course netting replacement.
- B. The Bidder or bidder's subcontractor shall hold at a minimum one of the following licenses:
1. Building Contractor (BC) license issued by the State of Florida Construction Industry Licensing Board or by the Miami-Dade County's Construction Trades Qualifying Board.
 2. Flagpole license issued by the Miami-Dade County's Construction Trades Qualifying Board.
 3. General Contractor (GC) license issued by the State of Florida Construction Industry Licensing Board or by the Miami-Dade County's Construction Trades Qualifying Board.
 4. Miscellaneous Metal Contractor license issued by the Miami-Dade County's Construction Trades Qualifying Board.
 5. Structural Steel Erection Contractor license issued by the Miami-Dade County's Construction Trades Qualifying Board.

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

2.4 **SMALL BUSINESS CONTRACT MEASURES**

The applicable measures for this solicitation is **SBE Bid Preference** as further identified in Section 1, Paragraph 1.44, of the General Terms and Conditions.

2.5 **PRE-BID CONFERENCE MEETING (Highly Recommended)**

A mandatory pre-bid conference and site visit will be held on **Thursday, September 28, 2017** at 9:30 am at the Palmetto Golf Course facilities located at the 9300 SW 152 St. (Community Room), Miami, FL 33157 to discuss the special conditions and specifications included within this solicitation. It is imperative that Bidders inspect the facilities 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.

The Bidder's offer may not be considered should a representative from that Bidder's firm fails to attend this mandatory meeting. The 'cone of silence' will be lifted during the site visit to allow any questions to be addressed with representatives from Miami-Dade County. Bidders shall provide their own transportation and arrived promptly as 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 is a public meeting and multiple members of individual community councils may be present.

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 County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Department of Regulatory and Economic Resources, located at 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

b. Accident Prevention, Barricades and Safety

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

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue an immediate restrain or cease and desist order to the Awarded Bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

c. Vehicles and Equipment

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

d. Identification

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

2.7 **WARRANTY**

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

Bidder shall provide, at minimum, a ten (10) year warranty on the net provided and a two (2) year warranty on installation include defects in materials and workmanship.

2.8 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

2. Commercial Marine General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

2.9 **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) Any requirements of 2 CFR pt. 200.318.
- (6) 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.
- (7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Contractor must provide a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

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

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

- (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)

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 be NOT be incorporated into the contract price of this solicitation. All else remains the same.

SECTION 3: TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance, to include: hardware, net, netting, snaps, cranes, lifts, and any other material and/or equipment.

The awarded Bidder shall provide in Section 4 an all-inclusive price, to include: the removal and replacement of a 1450' of 50' netting on existing poles and cables, and the installation of nine (9) Class 3'60' pressure treated poles, the tighten and adjustment of existing cables and hardware as need, and the disposal of damaged materials in roll off dumpster. The price provided shall also include the replacement of cables and hardware as needed.

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

NETTING SPECS

The awarded Bidder shall provide and install a Roxford Fordell GFX Hybrid Polyester/Polyethylene range barrier netting with 3/8" poly rope border. The awarded Bidder shall fasten the netting to 3/8" aircraft cable (top and bottom) using galvanized spring snap hooks at top and galvanized shackles at bottom cable. Netting shall be installed with brace system using 5/16" aircraft cable (vinyl coated to 3/8"). Poles are Class 3'60' pressure treated poles. Ends and corners are anchored with galvanized screw in anchors and aircraft cables. Guy wires are marked with yellow safety covers.

3.2 SCHEDULE AND HOURS OF OPERATIONS

The County shall notify the Awarded Bidder with the start date and what work could be performed simultaneously. The Awarded Bidder shall coordinate with the County prior to commencement of the work. The Awarded Bidder shall perform all services listed within this solicitation from Monday through Friday, 7:00 a.m. to 6:00 p.m. The work shall be performed in such a manner as to cause the least interference with the normal operation of the facilities. The daily business operations of this facility shall not be interrupted at any time by the work described herein.

3.3 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.

3.4 UTILITIES

The County shall flag all sprinkles heads and mark all underground utilities prior to commencing the work. If and sprinklers and/or utility line become damaged during work performed, the awarded Bidder shall reported it to the County for immediate notification to the proper authority. No work shall be performed at the site after such utility damage has been repaired by the utility company. The awarded Bidder shall bear all cost of repair of sprinkles or utility lines damaged during the course of their services which had been flagged prior by the County.

3.5 "EQUAL" PRODUCT

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

alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding upon all bidders.

3.6 INSPECTION AND DEFICIENCIES

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

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