

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to purchase lifeguard stands 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 accepted by the County's authorized representative.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest, responsive, responsible Bidder who meets the qualifications listed below.

1. Bidder(s) are required to provide in Section 4 the contact information of the project manager/supervisor assigned to the project, who has full authority to act on behalf of the Bidder on all matters related to this solicitation. 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 selling lifeguard stands. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise providing the above mentioned item.

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 "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. The reference is intended solely to designate the style, color, and type of quality of items that will be acceptable.

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. Miami-Dade County reserves the right to request and review additional information to make such determination.

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

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 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, 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.

2.7 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 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.

2.11 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: SCOPE OF SERVICES

3.1 BACKGROUND

Hurricane Irma hit South Florida in September 2017 damaging three lifeguard stands at the Matheson Hammock Park located at 9610 Old Cutler Road, Coral Gables, FL 33156. The County requires that the Successful Bidder provide three (3) Surveyor JR, Front Deck model lifeguard stands manufactured by Industrial Design Research, or approved equal.

3.2 LIFEGUARD STANDS

Each lifeguard stand must accommodate a single lifeguard, providing protection from the sun for the occupant. Doors and windows must lock from inside and outside. The stand must be lightweight enough so they can be moved and secured at any time.

3.2.1 General Specifications

- Surveyor JR Front Deck model, or approved equal, with the following additional options:
- 304 grade stainless steel support structure
- Lateral access 35 degree low angle stainless steel stairs
- Roof insulation 1 ½" urethane foam
- Color: White

3.2.2 Warranty

Successful Bidder shall provide, at a minimum, a one (1) year warranty on the items provided to the County.

SECTION 4: BID SUMITTAL

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL SUBMITTERS		
Refer to Section 2.3 to ensure that your firm's responses and attachments comply with solicitation requirements.		
Reference	Bidder Requirements	Copy Attached
1	<p>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 this solicitation. The contact information shall include the name, title, phone number, and email address.</p> <p>Representative's Name _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	
2	<p>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 selling lifeguard stands. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise providing the above mentioned items.</p>	<input type="checkbox"/>

Item	Description	Quantity	Unit Price	Delivery Time
1	<p>Lifeguard Stands</p> <p>Reference: Surveyor JR Front Deck Model Manufactured by: Industrial Design Research</p> <p>If bidding an equal, please provide:</p> <p>Manufacturer: _____</p> <p>Make and Model No.: _____</p> <p>_____</p>	3	\$ _____ Ea.	_____ Calendar Days

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
