

# MEMORANDUM



**Date:** November 8, 2013

**To:** Lester Sola, Director  
Miami-Dade County Internal Services Department

**From:**   
Simon Waterman, Acting Chief  
Miami-Dade County Corrections & Rehabilitation Dept.  
Construction Management Division

**Subject:** Request to Utilize Contract MCC-PROGRAM-7360  
RPQ No. FMB 25188

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## Background

I am submitting this project for review for Small Business Measures. The Department's recommendation is for this contract to proceed via no measures as the contract is a single trade project with no opportunities for subcontracting.

Miami Dade County Corrections and Rehabilitations Department has utilized the Internal Service Department's (previously Department of Procurement Management's) Contract Award Sheet, Bid # 7988-4/11-4 with a contract period of 06/01/2010 to 05/31/2011 for services to have boilers at all of our Facilities serviced, repaired, preventive maintenance and other necessary actions to include emergency repairs during work and after work hours. Currently there are seven locations within Miami-Dade County that would receive services for their respective boilers. MDCR issued an MCC 7040 Plan – CICC 7040-0/07 Program to all General Mechanical, Master Contractors holding a Certificate of Competency for Boiler and Boiler Piping, Dade County Master General or State Certified Mechanical Contractor License (1) and a Dade County Fitting License or Plumbing License when working with Natural Gas, and an ASME R Stamp License when working on Welding Repairs: work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. At the mandatory Pre-Bid meeting, only one vendor showed up for the walk through and additionally only one vendor, the same vendor submitted a bid for the contract.

## Recommendation

Due to the fact that the bid that was received exceeded our estimated fair bid price amount and this vendor only provided proof of one of the three requested licenses that were required, MDCR is requesting to utilize MCC-PROGRAM-7360 to procure services under RPQ No. FMB 25188 for all of its boiler servicing, maintenance, installation and repairs. Additionally only one bid was received for this bid which does not allow for any competitiveness for the pricing of the contract bid. Attached are the Department Input forms for your review.

cc: E. Palma, Facilities Superintendent  
A. Arguillies, Acting Commander

*"Delivering Excellence Every Day"*

**Corrections and Rehabilitation**  
 3595 NW 72 Ave  
 (786) 263-6407  
 Miami, FL 33122



**MIAMI-DADE COUNTY, FLORIDA**  
**REQUEST FOR PRICE QUOTATION (RPQ)**  
 Contract No: MCC 7040 Plan - CICC 7040-0/07  
 RPQ No: FMB 25188

This RPQ is issued under the terms and conditions of the MCC 7040 Plan .

Date Issued: 3/25/2013 Bid Date Due: 5/1/2013 Time Due: 1100

Bid shall be Submitted Via: Sealed Envelope to:

Name: Emilio J. Palma Email: ej91@miamidade.gov

Address: 3595 NW 72 Avenue, Miami, Fl. 33122 Fax: 786-263-6449

RPQ Added: 2/8/2013 User Bidder Request: N/A Bond Adm./OMB Approval: 2/14/2013 Bidders Added: 2/15/2013

Project Number: FMB 25188 Estimated Value: \$75,000.00 CSBE Level: CSBE Level 3  
 (excluding contingencies and dedicated allowances)

Project Name: Boiler Service, Repairs and Replacements for MDCR Emergency: N

Project Location: Various County Jail Locations and Facilities ESP: N UAP: Y

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#76709	Department of Corrections and Rehabilitation - Non-Capital Project	30	\$75,000.00	0-0-0

Department Contact: Emilio Palma Phone No: 786-263-6408 Fax No: 7862636449

Project Manager: Emilio Palma Phone No: 7862636408 Fax No: 7862636449

Document Pickup: Contact: Emilio Palma Phone: 7862636408 Date: 4/5/2013

Document Pickup: Location: Fac Mgmt Bureau, Trlrs, 3595 NW 72 Ave, Miami, Fl.

	Y/N:	Mandatory:	Date:	Time:	Location:
PreBid Meeting:	<u>Y</u>	<u>Y</u>	<u>4/17/2013</u>	<u>0900</u>	<u>PTDC, 1321 NW 13 St., Miami, Fl</u>
Site Meeting:	<u>Y</u>	<u>Y</u>	<u>4/17/2013</u>	<u>0900</u>	<u>PTDC, 1321 NW 13 St., Miami, Fl</u>

Type of Contract: Single Trade Method of Award: Lowest Responsible Bidder

Performance/Payment Bond Required: N Bid Bond Required: N Insurance Required: Y

Addition Insurance Required: N Addition Insurance Amount: \$0.00

Comm Dist: Various Davis Bacon: N AIPP: N \$0.00

Prevailing Wage Rate Requirements: Building Construction SBD Subcontract Forms Required: N

CSBE Requirements: Y 100.00% Trade Set-a-side: N

DBE Requirements: N 0.00% DBE Subcontract Forms Required: N

CWP Requirements: N 0.00%

SBD Dates: Received: SOI Date: Compliance: N Memo Date:

Type: Trade Count: Work%: Add Bidders

Primary General Mechanical, Master 15

Anticipated Start Date: 6/1/2013 Calendar Days for Project Completion: 1095

Liquidated Damages / \$\$ Per day: Y \$100.00 Method of Payment: Scheduled Monthly Payments

CAPITAL BUDGET PROJECT # - DESCRIPTION	MCC ESTIMATE
999999999- Non Capital Project	\$75,000.00

FUNDING SOURCE:

C) Semi-Annual Preventative Maintenance on Water Boiler and Water Heaters:

1. Pull and clean burner assembly, check and replace pilot assembly if needed.
2. Check hot surface igniters for proper OHM; replace if needed.
3. Inspect refractory if applicable.
4. Check all safeties and limits.
5. Flush storage tanks.
6. Check operation of boiler pumps and building hot water return pumps; note any leakage or deterioration.

D) Semi-Annual Preventative Maintenance on Steam Boilers:

1. Disconnect and remove burner and inspect combustion chamber.
2. Open hand hole plugs and flush water side.
3. Clean all strainers.
4. Blow down low control and boiler.
5. Check incoming line and manifold gas pressures and adjust as needed.
6. Check combustion with calibrated combustion analyzer, adjust as needed and attached print out to checklist.
7. Check all safeties and limits.
8. Inspect sight glass assembly.

E) Annual for Preventative Maintenance for Water Boilers and Water Heaters:

1. Remove burner assembly and clean burners and pilot assembly where applicable.
2. Inspect refractory and clean refractory.
3. Remove and replace high surface igniters where applicable.
4. Remove and replace gas pilot assembly.
5. Disassembly copper finned water boilers and clean fire side of boiler.
6. Flush and drain storage tank: remove hand hole plate and replace gasket if applicable.
7. Check all safeties and limits.
8. Check combustion with a calibrated combustion analyzer and attach print out to checklist.

F) Annual for Preventative Maintenance for Steam Boilers:

1. Open boiler and clean water side and fire side; replace all gaskets.
2. Clean fire side of boiler with Goodway Soot-A-Matic Model SAM-3-20-KIT or approved equal with minimum capacity of 270 CFM, all enclosed with dual 15 micron filters to avoid soot and carbon from escape to the atmosphere. A vacuum not designed specifically for this purpose is not acceptable.
3. Replace sight glass and sight glass gaskets.
4. Open and clean low water cutoff controls.
5. Check electrical controls and terminals.
6. Flush and check feed water system.
7. Lubricate and check operation of boiler water pumps.
8. Test fire steam boilers and check all safeties and limits for proper operation and adjust is needed.
9. Check pilot assembly for proper flame.
10. Check incoming gas and manifold pressure.
11. Make necessary adjustments on burner for proper combustion using a calibrated combustion analyzer and attach print out to checklist.

## SERVICE REPORTS

A detailed report of each maintenance/inspection service will be issued by the successful bidder to the using department. This report will indicate the condition of the equipment and recommended minor/major repairs necessary during the term of the contract. It shall also itemize any replacement parts required for the repairs indicating unit prices. Any repairs and replacement of parts shall require approval of the Department prior to proceeding with the work.

The vendor(s) shall be required to submit a written estimate on each prospective repair project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be submitted as stipulated in the MCC 7040 Plan under section 2.92 (extra work and related sections of the contract). Extra work is to be awarded or rejected in accordance to the contract and in the best interest of the county. Lump sum estimates shall not be accepted.

## CHECK LIST

The successful bidder shall provide a checklist for the Preventative Maintenance required per each machine. Payment for

15. 1 Each Annual PM \$ \_\_\_\_\_

Location: Training & Treatment Center, 6950 NW 41 Street, Miami, Florida (TTC & Boot Camp) 33166

A & B Block (TTC)

Laars Heating Systems, Model LUHE -100-T-199,999 Serial; DD9019423

16. 1 Each Semi-Annual PM \$ \_\_\_\_\_

17. 1 Each Annual PM \$ \_\_\_\_\_

Laars Heating Systems, Model LUHE -100-T-199,999 Serial; DD9019424

18. 1 Each Semi-Annual PM \$ \_\_\_\_\_

19. 1 Each Annual PM \$ \_\_\_\_\_

Laundry (TTC)

Make: RayPak # 1, Model WH9-1532, Serial # 306209574

20. 1 Each Semi-Annual PM \$ \_\_\_\_\_

21. 1 Each Annual PM \$ \_\_\_\_\_

Make: RayPak # 2, Model # WH9-1532, Serial # 306209573

22. 1 Each Semi-Annual PM \$ \_\_\_\_\_

23. 1 Each Annual PM \$ \_\_\_\_\_

Kitchen (TTC)

Make: American Water Heater, Model DC-G31-100L270-6N, Serial # ZF3359056 (GAS)

24. 1 Each Semi-Annual PM \$ \_\_\_\_\_

25. 1 Each Annual PM \$ \_\_\_\_\_

Unit 6 (TTC)

Make: Teledyne Laars Mighty Therm, Model # VW0325CN010, Serial # 8691658

26. 1 Each Semi-Annual PM \$ \_\_\_\_\_

27. 1 Each Annual PM \$ \_\_\_\_\_

Boot Camp

Make: Teledyne Laars Mighty Therm, Model # PW0500IN09C1ACJX, Gas Serial # C06175829

28. 1 Each Semi-Annual PM \$ \_\_\_\_\_

29. 1 Each Annual PM \$ \_\_\_\_\_

C Block (TTC)

Make: Teledyne Laars Mighty Therm, Model # PW0400CNBAEN, Serial #A93CG0129

30. 1 Each Semi-Annual PM \$ \_\_\_\_\_

50. 1 Each Semi-Annual PM \$ \_\_\_\_\_

51. 1 Each Annual PM \$ \_\_\_\_\_

Total of Items No. 1 thru No. 51 \$ \_\_\_\_\_ Yr.

**OPTIONS: REPAIR AND ADDITIONAL WORK NOT INCLUDED IN THE SCHEDULED MAINTENANCE/INSPECTION**

As per section 2.92 Extra Work and related sections of MCC 7040 Plan.

The hourly rate quoted shall be deemed to provide full compensation to the vendor 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 vendor shall comply with Prevailing Wages as per MCC 7040 Plan 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.

The vendor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 7:00 A.M. to 4:00 (P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within four (4) hours after notification by the County.

Parts and materials, including replacement of boilers, shall be provided as stipulated in the contract. Items listed on the contract can be updated, changed, added or deleted with notification to the awarded contractor within a 30 day time frame.

Evidence of actual cost shall be required and made available to the using department by the successful bidder. Parts cannot exceed the amount stipulated in the contract under extra work. The contractor shall not proceed with any work or purchases without written approval from Miami Dade County as required by the contract.

The County reserves the right to award the project based on the written estimate or to reject all estimates based on price and obtain the required services from another source of supply.

Design Drawings Included: N  
Shop Drawings Included: N  
Specifications Included: N  
Project Qualifier: Emilio Palma  
Phone No: 786-263-6408  
Email: EJ91@miamidade.gov

Comments:  
MIAMI DADE COUNTY  
Corrections and Rehabilitation Department  
3595 NW 72nd Avenue  
MIAMI, FL 33122

**REQUEST FOR PRICE QUOTATION**  
RPQ No. \_\_\_\_\_  
**INVITATION TO BID UNDER MCC 7360 PLAN**

SEALED BIDS for the project designated below will be received for and on behalf of MIAMI-DADE COUNTY, Corrections and Rehabilitation Department  
Facilities Management Bureau  
3595 NW 72nd Avenue  
MIAMI, FL 33122  
UNTIL 11:00 A.M. Local time, Wednesday May 1, 2013 where they will be publicly opened and read aloud.

Bids/Proposals must be submitted in accordance to the contract by the stipulated time and date as well as the location indicated in the RPQ. Any bids received after the first Bid/Proposal envelope or container has been opened will not be opened or considered. The responsibility for submitting a Bid (Proposal response to RPQ) to the Miami Dade Corrections & Rehabilitation Department on or before the stated time and date is solely and strictly the responsibility of the bidder.

Miami Dade Corrections & Rehabilitation Department is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Obtain Bid Documents from MDCR through free electronic copies of the specifications and forms at the following link <http://www.box.com/shared/1bu8dk121e>

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 5 calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 5 calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum and through invoicing. Although this Solicitation identifies specific equipment to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. Successful bidder(s) under this contract shall be invited to submit price quotes for this new equipment. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the County and a separate purchase order shall be issued by the County. Notwithstanding, the successful bidder does not have an exclusive right to these additional sites. The County may determine to obtain price quotes for the additional equipment from other bidders in the event the County does not find the price quotes comparable.

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 vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

The hourly rate quoted shall be deemed to provide full compensation to the vendor 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 vendor 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.

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the County, prior to being awarded a contract by the County. All journeyman supplied to perform services in/and for Miami-Dade County must be licensed by the County's Building and Zoning Department, and carry their certification card when supplying services to the same.

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

The County will give a minimum lead time of 2 calendar days to the vendor prior to the desired starting date for any specific assignment; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract. When possible, longer lead times will be given.

This project 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. All work assignments during the contract

Contractor - Bid Information (Bids added 3/27/2013)

Type	Contractor Name	Trade	Bid	SBD OK	Base Bid Amount	Award	Bid Type	LI Exp Date
7040	AIR BALANCE & DIAGNOSTIC COMPANY	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	Archon Air Management, Corp.	General Mechanical, Master	N		\$0.00		Pri	8/31/2010
7040	COAKLEY MECHANICAL INC	General Mechanical, Master	N		\$0.00		Pri	8/31/2012
7040	Conwell & Associates Consulting Company	General Mechanical, Master	Y		\$85,875.00	N	Pri	8/31/2012
7040	COOL WATER AIR CONDITIONING INC	General Mechanical, Master	N		\$0.00		Pri	8/31/2012
7040	D.A.C. Air Conditioning Corp.	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	DODEC, INC.	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	F X P Corp.	General Mechanical, Master	N		\$0.00		Pri	8/31/2012
7040	FREEZING MECHANICAL CORP	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	MECHANICAL SYSTEMS & CONTROLS INC	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	Regosa Engineering Services, Inc	General Mechanical, Master	N		\$0.00		Pri	8/31/2012
7040	SCR MECHANICAL LLC	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	SM INTERCONSULTING LLC	General Mechanical, Master	N		\$0.00		Pri	9/30/2013
7040	South Dade Air Conditioning and Refrigeration, Inc.	General Mechanical, Master	N		\$0.00		Pri	8/31/2014
7040	TOTAL SYSTEMS INC	General Mechanical, Master	N		\$0.00		Pri	8/31/2012