

**Date:** February 15, 2022

**To:** Laurie Johnson, SBD Section Chief  
Small Business Development Division  
Internal Services Department

**From:** Mike Pounds, Purchasing Specialist *MPP*  
Construction Management Division  
Corrections and Rehabilitation Department

**Subject:** RPQ No. MDCR Boilers (2) – Boiler and Water Heater Maintenance and Repairs

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The Capital Projects Unit of MDCR respectfully request that you review the attached recommendation to issue RPQ No. MDCR Boilers as a 7360 Plan.

**General Description of Work:**

MIAMI-DADE COUNTY Corrections and Rehabilitation Department (MDCR) is planning to establish a full-service contract to provide all necessary labor, transportation, material, and equipment to furnish a comprehensive program of inspections, maintenance, routine repair of boilers and water heaters, and emergency/additional repairs as needed at various County detention facilities including, but not limited to:

- Turner Guilford Knight Correctional Center (TGK) at 7000 NW 41<sup>st</sup> Street, Miami, FL 33166
- Training & Treatment Center (TTC) / Boot Camp Program at 6950 NW 41<sup>st</sup> Street, Miami, FL 33166
- Metro West Detention Center (MWDC) at 13850 NW 41<sup>st</sup> Street, Miami, FL 33178
- Pre-Trial Detention Center (PTDC) at 1321 NW 13<sup>th</sup> Street, Miami, FL 33125 at East Kitchen Slider Gate Entrance, along 13<sup>th</sup> Avenue

**Estimated Cost: \$75,000 (Annual)**

**Funding Source: Operating Revenue**

Corrections and Rehabilitation is requesting that RPQ No. MDCR Boilers (2) be opened to bidders in the MCC 7360 Contractor's list. This project had been previously bid under 7040: Boiler/Heaters and 7040: MDCR Boilers and in both instances the RPQ's were cancelled, as none of the prospective bidders attended the Mandatory Pre-Bid Meetings and Site Visits.

After RPQ No. Boiler/Heaters was cancelled, bidders were surveyed by SBD. Four (4) contractors responded to the survey citing as reasons for not attending the Pre-Bid as follows: scheduling conflict, issue with an email address, behind on work, and missing the meeting. Based on the survey, the contract was rebid under RPQ MDCR-Boilers as a 7040 Plan, but again with no success.

Given the specialized nature of boiler maintenance and repair in an institutional setting, and the security protocols required of contractors working in Correctional facilities it is understandable why we are not getting enough bidders. These security protocols include background checks, escorts, limited access, tool control, limited working hours. Therefore, it is recommended based on the above reasons that RPQ No. MDCR Boilers (2) be issued under the 7360 Plan.

**Attachments: RPQ No. MDCR Boilers (2) General Contract Conditions**

**General Contract Conditions**  
**Boiler and Water Heater Maintenance and Repairs**  
**Corrections Project No. MDCR Boilers (2)**  
**1351 NW 78th Avenue**  
**Miami, Florida 33126**

MIAMI-DADE COUNTY Corrections and Rehabilitation Department (MDCR) is planning to establish a full-service contract to provide all necessary labor, transportation, material, and equipment to furnish a comprehensive program of inspections, maintenance, routine repair of boilers and water heaters, and emergency/additional repairs as needed at various County detention facilities including, but not limited to:

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**Bidder Requirements:**

Failure to provide proof of compliance to the following minimum qualifications, as specified by the County below, may result in the bidder being deemed non-responsive. The County shall be sole judge of the bidder's conformance to the minimum requirements and its' decision shall be final.

- A. Bidder(s) must hold one of the following licenses or license combinations. Copy of either license or license combination shall be provided with the bid submittal.
- Miami-Dade County Mechanical Contractor
- And / Or:
- State Certified Mechanical Contractor
- And / Or:
- Specialty Mechanical Contractor (Steam Generator Boiler and Piping Contractor) and Specialty Plumbing Contractor (Gas Fitting Contractor).
- B. Bidder(s) are not required to have a valid ASME "R" stamp certification for repair(s) and/or alternation of boilers and pressure vessels issued by The National Board of Boiler and Pressure Vessel Inspectors. However, if welding is required, a qualified subcontractor with an "R" stamp certification will be required with proof of certification.
- C. Bidder(s) must have a demonstrated 3-year minimum of experience providing boiler and high-pressure steam boiler maintenance. Specifically, bidder(s) shall be required to have a minimum of one team member with at least 3-years of experience performing maintenance and repairs on boilers and water heaters at MDCR facilities. Bidder(s) are also required to provide at least three (3) letters of reference from their clients. The references shall ascertain to the County's satisfaction that the bidder has sufficient expertise in boiler and high-pressure steam boiler maintenance. The County, at its sole discretion, may choose to request additional information to assess the bidder's experience.
- D. Bidder(s) shall maintain offices, shop facilities, and personnel located in Miami-Dade County or Broward County and shall provide a copy of their local business tax certificate as proof of office location. Bidder(s) shall submit with their bid all specified information, documents, and attachments as proof of compliance to the minimum qualification requirements; however, Miami-Dade County, may at its sole discretion, allow the bidder to complete or supplement the qualification requirements. The County may request additional evidence from the bidder(s) to ensure, to its satisfaction, that the bidder is in fact qualified to perform the required work.

CONTRACTOR, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the contract documents and any applicable County ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the work in accordance with the contract and that he is free to perform all

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such work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the work.

CONTRACTOR shall supervise and direct the work, using CONTRACTOR'S best skill and attention. CONTRACTOR shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract, unless contract documents give other specific instructions concerning those matters.

The CONTRACTOR shall supply all labor and material as required for the execution of the contract.

- a) The Contractor shall comply with all Federal and State Employment / Labor regulations, including those from the U.S. "Occupational Safety and Health Administration."
- b) The Contractor shall specifically claim any exclusions or deviations from the specifications and submit any such exclusions or deviations with their proposal.
- c) The Contractor is responsible for obtaining all installation permits for the project as required.
- d) The Contractor shall include the cost of all permit fees in their proposal submitted to MDCR as well as any overtime, after hours, weekends or holiday County inspector inspection requests.
- e) The Contractor shall complete the project(s) within the time agreed upon by MDCR and the Contractor.
- f) Contractor must fill out CSBE-Monthly Utilization Report (MUR) upon submission of each pay requisition and Subcontractors Payment Report (Sub 200 Form) Ordinance 11-9o upon final payment.
- g) Contractor should review the attached Miami-Dade County Resolutions R-1122-21, Minimum years of prior experience or minimum number of completion of similar projects, and R-1181-18, Safety records of prospective contractor or first tier subcontractors for public construction projects.

**Reference Standards:**

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of COUNTY and CONTRACTOR, or Architect / Engineer, or any of their consultants, agents, or employees from those set forth in the contract documents, nor shall it be effective to assign to Architect / Engineer, or any of Architect / Engineer's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work.

**Coordination with other Contractors:**

There is a possibility that other contractors may be working in the vicinity during the performance of the contract. CONTRACTOR shall inform himself fully of the conditions relating to performance and labor under which the work will be or is now being performed, and CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other contractor. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

**ARTICLE I SCOPE OF WORK**

**Maintenance and Repair of Boilers and Water Heaters:**

1. For boilers located at the **Pre-Trial Detention** and **Turner Guilford Knight Correctional Center** maintenance consists of the following:
  - A. Quarterly Preventative Maintenance Tasks

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- The Pricing Details Section indicates the frequency in which the following preventative maintenance (PM) tasks must be provided to each equipment listed.
- Remove and clean burner and pilot. Clean secondary air damper.
- Check pilot electrode for cracks and adjust.
- Clean tube oil screen and air filter.
- Check oil strainer and filters.
- Clean contacts and check relay operations.
- Make necessary adjustments to burner for proper combustion.
- Check and indicate readings on Temp., Pressure Low Fire, High Fire gauges.
- Check readings on gas pressure at pilot and main line.
- Check reading of stack temp on low and high fire.
- Check DC voltage reading of Cell pick up.
- Check readings on low water cut off, Aux-low water cut off.
- Fire boiler until burner shuts. off on steam pressure, vent pop valve and flood boiler.
- Check all hand hole and manhole plates for leaks.
- Check all leaks at all blown down valves.
- Check air and oil interlock switch.
- Fire boilers on Diesel Oil and run for 24 hours.
- Adjust fire and/or burner safety shut offs.

**B. Semi-Annual Boiler Maintenance Service**

Semi-Annual Boiler Preventative Maintenance shall include all the above preventative maintenance tasks, as well as the following:

- Clean fire surfaces of the boiler.
- Open boilers, brush out the tubes with a flute brush (fire tube boilers), using Goodway Soot-A-Matic Model SAM 2-53-15 or approved equal to avoid soot from escaping to the atmosphere. Flush out and inspect on both sides.
- Inspect and renew, if necessary, asbestos rope that forms seal between rear cover brick and brick frame of baffle (package boilers).
- Perform maintenance and necessary repairs to fuel pumps.
- Inspect refractory.
- Remove all hand hole plates.
- Replace all gaskets.
- Take apart the Low Water Cut off, clean, inspect, reassemble, and assure proper function.

**C. Annual Boiler Maintenance Service**

Annual Boiler Maintenance service shall include all the above preventative maintenance tasks, semi-annual boiler maintenance service, as well as the following:

- Clean fire and water sides thoroughly.
- Plan to overhaul auxiliaries.
- Check electrical controls and terminals.
- Dismantle and clean low-water cutoff and feed water regulator.
- Clean boiler and associated equipment.
- Paint pressure vessels annually upon request.
- Trim boilers for gas and oil firing by an authorized factory representative. The use of an oxygen analyzer is required.
- Clean Flue Pipes.

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2. For boilers located at the Training and Treatment Center, Boot Camp Program and Metro West Detention Center maintenance consists of the following:

A. Quarterly Preventative Maintenance Tasks

- The Pricing Details Section of the bid document indicates the frequency in which the following preventative maintenance (PM) tasks must be provided to each equipment listed.
- Test fire water boilers and or water heaters; check all safeties and limit for proper operation and adjustment.
- Check pilot and/or hot surface igniters for proper flame or acceptable OHM operating range.
- Check incoming line and manifold gas pressures.
- Clean and check secondary air dampers where applicable.
- Clean contacts and check relay operations if applicable.
- Check and clean all strainers and inspect filters if applicable.
- Make necessary adjustments to burners for proper combustion using a calibrated combustion analyzer and attached print out to service tickets.
- Check stack reading with calibrated combustion analyzer and attach print out to service tickets

B. Semi-Annual Boiler Maintenance Service (Does not Include Metro-West Detention Center)

Semi-Annual Boiler Preventative Maintenance shall include all the above preventative maintenance tasks, as well as the following:

- Clean fire surfaces of the boiler.
- Open Boilers, brush out the tubes with a flute brush (fire tube boilers), using Goodway Soot-A-Matic Model SAM 2-53-15 or approved equal to avoid soot from escaping to the atmosphere. Flush out and inspect on both sides.
- Inspect and renew, if necessary, asbestos rope that forms seal between rear cover brick and brick frame of baffle (package boilers).
- Perform maintenance and necessary repairs to fuel pumps.
- Inspect refractory.
- Remove all hand hole plates.
- Replace all gaskets.
- Take apart the Low Water Cut off, clean, inspect, reassemble, and assure proper function.

C. Annual Boiler and Water Heaters Maintenance Service

Annual Boiler Maintenance service shall include all the above preventative maintenance tasks, as well as the following:

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

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**3. Vacuum Make and Model:**

The bidder shall provide the make and model of the vacuum that will be used to perform the services listed in **Article II, Subsections 3.C. and 4.B. of the Special Conditions**. The manufacturer's name and model information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement for level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's item of "equal" product. The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

Vacuum Make \_\_\_\_\_  
Vacuum Model \_\_\_\_\_

**4. Service Reports All Facilities:**

A detailed report of each maintenance/inspection service will be issued by the Contractor to MDCR. 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 MDCR prior to proceeding with the work.

**5. Prices:**

The prices proposed including the hourly rates provided by the contractor in Pricing Details, shall remain fixed and firm for no less than one (1) year from the award of the contract. Annual price adjustments based on changes in the following pricing index: The latest issue of the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items, Miami-Fort Lauderdale, FL area, [https://www.bls.gov/regions/southeast/news-release/consumerpriceindex\\_miami.htm](https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_miami.htm). All quoted prices for Quarterly preventative maintenance, Semi-annual and Annual Boiler Maintenance Service (Article I, 1. A, B and C and 2. A, B, and C) shall include all the necessary parts, filters, gaskets, fittings, and other necessary materials needed to complete the stated services as one complete price. It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the Contractor's request for adjustment should be submitted 90 days prior to the anniversary of the contract term. The Contractor adjustment request should not be more than the relevant pricing index change. If no adjustment request is received from the Contractor, MDCR will assume that the Contractor has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

MDCR reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. MDCR reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

MDCR reserves the right to reject any price adjustments submitted by the Contractor and/or to not exercise any otherwise available option period based on such price adjustments.

**6. Method of Payment:**

MDCR will pay the Contractor's annual price in twelve (12) equal monthly installments. No invoices shall be approved for payment unless MDCR has received all required reports listed in Article I, Sections 4 and 9 of the Scope of Work.

**7. Warranty Requirements:**

A. Warranty Coverage Required

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In addition to all other warranties that may be supplied by the Original Equipment Manufacturer (OEM), the Contractor shall warrant its products, services, repairs, and replacement parts against faulty labor and/or defective material, for a minimum period of one (1) full year after the date of acceptance of the labor, materials and or equipment by MDCR. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with MDCR at the time of defect. Any payment by MDCR for the goods and services does not constitute a waiver of these warranty provisions.

**B. Correct Defects Covered Under Warranty**

The Contractor shall promptly correct any deficiency, at no cost to MDCR, within two (2) business days after MDCR notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the specified period, MDCR may 1) place the Contractor in default of its contract, and/or 2) procure the products or services from another vendor and charge the Contractor for any additional costs that are incurred by MDCR for this work or items, either through a credit memorandum or through invoicing.

**8. Parts:**

All parts and materials provided under this agreement shall be new, Original Equipment Manufacturer (OEM), free from defects, guaranteed suitable for their designed purpose. Non-OEM parts shall not be used unless the Contractor has prior approval from the MDCR Project Manager.

The Contractor at their own expense shall obtain parts in the most expeditious manner available, which includes overnight air shipping and special fast track ordering.

**9. Emergency Services/Additional Repairs:**

The Contractor shall provide twenty-four (24) hours, 7 days a week emergency services and/or additional repairs to MDCR under the contract. Emergency services/additional repairs under the contract shall be any unforeseen, unanticipated work and work not included in the scheduled maintenance/inspections listed under Article I, Maintenance and Repair of Boilers and Water Heaters. Emergency/Additional repairs, will be paid at the hourly rate(s) provided by the contractor in Pricing Details, when performed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., including County observed holidays; and at time and a half (1- ½) when performed at any other time, including County observed holidays. The hourly rate(s) shall be deemed to provide full compensation to the Contractor for labor, equipment use, and travel time. Rates shall be all-inclusive. No "add-on" charges for services will be accepted. The cost of parts and materials shall not exceed a 10% mark-up from the Contractor's actual cost. Evidence of actual cost shall be required and made available to MDCR by the Contractor. A copy of the purchase document/invoice receipt will be provided with invoice for the respective repair. If requested, damaged or worn parts shall be submitted for inspection to MDCR.

Emergency service response time shall be within two (2) hours after notification by MDCR, during working hours of 8:00 a.m. to 5:00 p.m., and after this time and on weekends and holidays it shall be a four (4) hour response time.

All repairs required on service calls shall include, but not be limited to the following: all controls on burners, limit switches, burner parts, low water cut off gaskets, rear door ropes, asbestos seals, and gauge glass with washers.

Any repairs that entail welding on the pressure vessel must be completed as required by an R Stamp License Contractor, for that purpose proof of Contractor's subcontractor's license will be required prior to commencement of the work.

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The Contractor must provide written and signed service reports (work ticket) for each piece of equipment being repaired and it must include detail of the work performed. A copy of the repair call Service Report (Work Ticket) will be signed off by the respective maintenance staff employee upon completion of the work, and a copy of Service Report (Work Ticket) must be left with maintenance staff.

Should a maintenance staff worker not be available, a copy of this report (Work Ticket) will be left at each of the respective facilities at the time of the repair call with the respective movement officer or check-in officer. A copy of said reports will accompany all invoice documents for all repair calls or other work.

**10. Cost Estimates and Charges for Emergency Services and Additional Repairs:**

The Contractor shall be required to submit a written estimate to the user Department at no cost to MDCR accompanied with recommended work or additional services that are required before a work order for that specific service/repair is issued. Accordingly, the Contractor shall indicate the cost of its labor and materials in the cost estimate. The actual charge to MDCR from a Contractor for a specific project shall not exceed ten percent (10%) of the Contractor's initial estimate without the expressed prior approval from an authorized agent of MDCR. If MDCR determines that the price submitted by the Contractor is not competitive, MDCR reserves the right of acquiring the services through a separate solicitation.

**11. Addition/Deletion of Equipment, Facilities:**

It is hereby agreed and understood that MDCR may at its option add new equipment after successful installation and start-up, and/or facilities to the contract. Should MDCR determine that additional equipment need to be added to a facility, a quote shall be obtained from the Contractor servicing that facility. If an additional facility needs to be added to the contract, price quotes will be obtained from all the Contractor.

Facilities or equipment may be deleted when such services are no longer required during the contract period upon written notice to the Contractor.

MDCR may increase or decrease the frequency of services that are listed in Pricing Details, MDCR will negotiate with the Contractor on price for services for new equipment and/or facilities. If MDCR determines that the negotiated prices are not competitive, MDCR reserves the right of acquiring the services through a separate solicitation. Any changes shall be added to the contract by change order.

**12. Quality Assurance:**

A. Boilers and Water Heaters - Initial Inspection:

The Contractor within the first thirty (30) days of the contract shall report back to MDCR, all deficiencies found after the initial inspection. MDCR will pay the Contractor on a time and material basis the repairs necessary to bring the equipment to OEM standards. MDCR will pay the Contractor the hourly rate(s) provided in Pricing Details. The hourly rate(s) quoted shall be deemed to provide full compensation to the Contractor for labor, equipment use, and travel time. The cost of parts and materials shall not exceed a 10% mark-up from the Contractor's actual cost. Evidence of actual cost shall be required and made available to MDCR by the Contractor. A copy of the purchase document/invoice receipt will be provided with invoice for the respective repair. In cases where the Contractor manufactures its own parts, the Contractor will charge MDCR a price no higher than cost plus 10/%. MDCR reserves the right to request verification.

B. Routine Service:

Routine services such as, preventive maintenance inspections and water treatment services will be initiated by the Contractor in accordance with OEM specifications and the terms of the contract. The



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Contractor shall make every effort to schedule the work in a manner to avoid disruption of the facility operations.

C. Multiple Locations:

The Contractor shall have the capability to simultaneously perform all work described herein at multiple site locations on a timely basis.

D. Contract Pre-Commencement Procedure:

Contractor shall deliver the following documents to MDCR fifteen (15) days prior to the commencement of the contract:

1. Sample maintenance checklist.
2. Schedule of maintenance for each type of equipment and facility awarded.

Contractor shall be required to attend a pre-maintenance meeting, on a date announced by MDCR, to accomplish the following:

1. Introduce the Contractor supervisor(s), contact person(s), and the maintenance personnel who will be assigned to the contract.
2. Review and approve the documents listed in items 1 and 2 above.
3. Schedule the start of the service contract.

E. Inspection of Work / Contractor Performance:

The importance of the equipment covered by this solicitation requires that the equipment be maintained in satisfactory and safe operating condition in accordance with their original specifications and capable of always providing maximum output and performance. MDCR reserves the right to inspect the Contractor's work as it deems necessary to ascertain that the terms and conditions are fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, MDCR may request in writing that the Contractor bring the condition of the boiler equipment up to OEM standards. All materials, workmanship, and equipment or parts provided shall be subject to the inspection and approval of MDCR's Project Manager or designee.

All defects and/or deficiencies noted by an MDCR Project Manager will be submitted to the Contractor for correction, be it due to faulty parts or inefficient labor. Should the defects and/or deficiencies not be corrected within the period specified in the notice, the Contractor shall be liable for any cost incurred by MDCR to ensure correction. This cost may be deducted against the monthly invoices from the Contractor. Corrective actions may include, but may not necessarily be limited to, additional inspections, repairs, and meetings. Contractor's failure to comply with such demand will constitute a non-performance under which MCR may, at its discretion, place the Contractor on a probation period, or possibly contractual default, and re-procure the services specified. MDCR may further charge the Contractor any differences in cost between the Contractor's price and the re-awarded price.

**ARTICLE II Special Conditions**

**1. Hours of Work and Delivery:**

- A. Working hours will be from 7:00 a.m. to 3:00 p.m. Monday through Friday at MDCR facility preference. Additional working hours may be requested by the Contractor to MDCR, giving MDCR a minimum of 48 hours to review the request.

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- B. Delivery hours will be from 7:00 a.m. to 2:00 p.m. on Mondays and Wednesdays. Location for deliveries must be coordinated with facility staff. Deliveries for any other times may be requested by the Contractor to MDCR, giving MDCR a minimum of 48 hours to review the request.
- C. Contractor will have Correctional Officers available for each of their crews with access to areas where work is to occur.

**2. MDCR Escort Procedures:**

- A. The Contractor will be escorted to the unit; the Contractor should ensure that they have **ALL** the equipment that is needed for the day. There will be no back and forth with Contractor staff as there will be no MDCR staff available for assistance.
- B. The contractor will be allowed to leave the unit for lunch if they want to at pre-established set time if they want. If there is trash/debris that needs to go outside they should take it out with them at that time.
- C. When the Contractor needs to exit the unit for lunch or to leave for the day, they should press the button at the front door of the unit and advise central control to notify the Corporal that they need to exit.
- D. This will be the only time that the contractor will be allowed to enter and exit the unit due to operational staffing needs.
- E. In special circumstances, (like accessing other areas) proper escorting will be provided with **proper planning**.

**3. Cleaning Up:**

The Contractor shall have all rubbish and debris removed from the premises daily as directed by MDCR. Upon the completion of the work, the premises shall be left in a neat and presentable condition.

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

**4. Final Cleaning:**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Replace filters of operating equipment (if applicable).
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner.

**5. Temporary Facilities:**

The Contractor shall provide adequate temporary toilets for his work force. MDCR will provide staging area for the Contractor's waste bin, temporary toilets, and field office if applicable.

**6. Background Checks and Security:**

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The Contractor shall be responsible for orienting and introducing applicable project managers, supervisors and staff to all security protocols, emergency procedures and other relevant policies. Such orientation shall be evidenced by execution of an appropriate form as decided by MDCR and the Contractor.

- A. The Contractor will be required to submit a list of names, dates of birth, Social Security Number or Driver's License number, and any additional information required by MDCR, for all workers (including all subcontractors) who are to be on site during construction for the purpose of background checks and IDs.
- B. Background checks will be run on EVERY employee who is expected to enter the facility as part of the renovation/construction by MDCR. The background check must be completed by all technicians working under this contract. In addition, technicians working under this contract are required to complete an in-person 1-hour class at headquarters office to obtain clearance.
- C. The wearing of ID badges by all employees is required. Badges must be clearly visible at ALL times. MDCR will supply ID badges to all employees for the duration of the project. ID badges will be returned to MDCR at the end of each workday.
- D. All employees on the site may be subject to searches of their person and/or searches of their personal belongings (included but not limited to toolboxes, lunch boxes, bags, etc.).
- E. Contractor's employees should all wear company's logo. No wearing of **Orange** or **red** is allowed.
- F. All material inventories be inspected periodically by MDCR.
- G. County Correctional Officers will be assigned to all work crews during construction.

**7. Compliance and Regulations:**

- A. Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all relevant Occupation Safety & Health (OSHA), State and County regulations during such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be born solely by the responsible Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the MDCR Project Manager.

- B. Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted services at all times by the Contractor during the term of the contract. The Contractor shall be held responsible for repairing or replacing property to the satisfaction of MDCR should it be damaged by reason of the Contractor's operation on the property.

**8. Execution:**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. If manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Project Manager before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

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**9. Coordination:**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual, if applicable, to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment, if applicable.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings, if applicable. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction, if applicable.
- E. Coordinate locations of fixtures and outlets with finish elements, if applicable.
- F. Coordinate completion and clean-up of work of separate sections, if applicable.

**10. Omissions from the Specifications:**

The apparent silence regarding any details omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of the contract, which is to have all equipment at the specified facilities in operating condition, in accordance with OEM specifications throughout the life of the contract. Only the best industrial prices are to prevail, and only materials and professional workmanship of the highest quality are to be used. All interpretation of these specifications shall be made upon the basis of this understanding.

**11. Shop Drawings:**

- A. CONTRACTOR shall submit Shop Drawings. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with the Contract Documents.
- B. All cases where details or shop drawings are required, CONTRACTOR shall submit copies of such drawings to Architect / Engineer or MDCR Project Manager for review before any of the work is begun.
- C. Within the time frame set forth in Article II, if any, and after issuance of the Notice to Proceed, CONTRACTOR shall submit to Architect / Engineer or MDCR Project Manager, a complete list of preliminary data on items for which Submittals are to be made and shall identify the critical items. Approval of this list by Architect / Engineer or MDCR Project Manager shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required to expedite final approval of Submittals.
- D. After the approval of the list of items required in subsection 11.C. above, CONTRACTOR shall promptly request Submittals from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- E. If the Submittals show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- F. When substitutions for the specified items are approved, the submitting CONTRACTOR will be responsible for all costs incurred due to the changes from plans and/or specifications. This includes additional design costs, material and equipment costs and any appurtenant cost that may be incurred by other trades, unless MDCR Project Manager indicates and approves otherwise via in writing.

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**12. Miami-Dade County Responsible Wages:**

If the total contract value, exceeds \$100,000 the provisions of Section 2-1.16 (Responsible Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov) .

A copy of the Ordinance may be obtained online at: <http://www.miamidade.gov/business/library/ordinances/responsible-wage-code.pdf>. A copy of the Responsible Wages and Benefits Reports may be obtained online at <http://www.miamidade.gov/business/reports-wages.asp#0>

**13. Auxiliary Equipment:**

The Contractor shall provide twenty-four (24) hours, 7 days a week services to the auxiliary equipment located at each awarded facility. Auxiliary equipment is any equipment not listed in Pricing Details, but that supports the boilers located at the awarded facility. Services to auxiliary equipment shall be obtained from the Contractor servicing that facility, and will be paid at the hourly rate(s) provided in Pricing Details, when performed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., including County observed holidays; and at time and a half (1- ½) when performed at any other time, including County observed holidays. The hourly rate(s) shall be deemed to provide full compensation to the Contractor for labor, equipment use, and travel time. The cost of parts and materials shall not exceed a 10% mark-up from the Contractor's actual cost. If requested, damaged or worn parts shall be submitted for inspection to MDCR.

If an excess is reported in a Contractor's estimate, the Contractor may be ineligible for award of that specific order. The Contractor shall supply proof of purchase invoice copy for all purchased parts and materials. The actual charge to MDCR from a Contractor for a specific project shall not exceed ten percent (10%) of the Contractor's initial estimate without the expressed prior approval from MDCR. If MDCR determines that the price submitted by the Contractor is not competitive, MDCR reserves the right of acquiring the services through a separate solicitation.

**14. Repair due to Force Majeure:**

It is hereby agreed and understood that MDCR may require additional repairs due to force majeure. Force majeure include: an act of nature, war, hurricane, riot, sovereign conduct, or verifiable vandalism.

The Contractor will be required to perform an inspection if requested immediately after a force majeure event. When a repair is required under these circumstances, MDCR shall pay the Contractor the hourly rate provided in Pricing Details, the hourly rates quoted shall be deemed to provide full compensation to the Contractor for labor, equipment use, and travel time. The cost of parts shall be paid on a cost "pass-thru" basis. The Contractor shall charge MDCR the same invoice prices he or she is charged by his or her supplier. A copy of the Contractor's invoice from the supplier for parts shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures its own parts, the cost of parts and materials shall not exceed a 10% mark-up from the Contractor's actual cost. Evidence of actual cost shall be required and made available to MDCR by the Contractor. A copy of the purchase document/invoice receipt will be provided with invoice for the respective repair.

**Last day for RFI/Questions 2/23/2022 at 2 pm**