



## SECTION 2 – SPECIAL TERMS AND CONDITIONS

### **2.1**     PURPOSE

This Request to Qualify (RTQ) will establish a pool of pre-qualified submitters capable of providing all labor, supervision, equipment and materials necessary to repair, replace, supply, install or rent HVAC Equipment, controls and related components for various Miami-Dade County (MDC) departments. Entry into the Pre-qualification pool is not a contract between MDC and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria. Pre-qualified submitters will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling submitters to qualify at any time after the initial RTQ opening date.

### DEFINITIONS

**Submittal** – shall refer to the form submitted in response to this Request to Qualify.

**Submitter** – shall refer to anyone responding to this Request to Qualify.

**RFQ** – Request for quotation

### **2.2**     TERM

The Pre-qualification Pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RTQ documents. The Pre-qualification Pool shall expire on the last day of the last month of the eight (8) year period.

### **2.3**     QUALIFICATION CRITERIA

In addition to other requirements included in this RTQ, submitters for all groups must meet or exceed the following criteria.

- a) Submitter shall maintain an office equipped with modern office equipment, including a facsimile (FAX) machine and / or an e-mail address. Either resource must be available to provide immediate support, expediting RFQs. The submitter's office address, fax, and e-mail address shall be included in their bid submittal.
- b) Submitters shall provide a list of authorized staff who can be contacted to discuss matters pertaining to any purchased products/services, resolve billing and delivery inquiries, and who are cognizant of the HVAC and controls industry.

**2.3.1 Group A: Repair, replace, supply, install and/or rent HVAC Equipment and Controls.**

In addition to the requirements listed in section 2.3 all submitters requesting to be included in this group must provide proof that their firm complies with the following requirements:

- a) Submitter must be a State of Florida Mechanical or Class "A" Air Conditioning Contractor. Copy of either license shall be provided with the bid submittal.
- b) The submitter must be regularly engaged in the business of repairing, replacing, supplying and/or installing HVAC equipment and controls. Two (2) current references, consisting of existing customers, shall be listed in the submittal form. The references listed must be customers that are currently receiving or have recently received from the submitter the products and services described in this group. The references must include the customer's company name, and the name, title, e-mail address, and telephone number of the contact person who can verify that the submitter has successfully provided the products and services that will be solicited in subsequent quotes and defined in this RTQ. These references shall ascertain to the County's satisfaction that the submitter has sufficient experience and expertise in the HVAC and controls industry.

**2.3.2 Group B: Testing, Adjusting and Balancing (TAB) HVAC equipment**

In addition to the requirements listed in section 2.3 all submitters requesting to be included in this group must provide proof that their firm complies with the following requirements:

- a) Submitter must be a State of Florida Mechanical or Class "A" Air Conditioning Contractor. Copy of either license shall be provided with the bid submittal.
- b) Submitter must hold a current certification from one of the following organizations: - National Environmental Balancing Bureau (NEBB), or Associated Air Balance Council (AABC)
- c) The submitter must be regularly engaged in the business of testing, adjusting and balancing HVAC equipment. Two (2) current references, consisting of existing customers, shall be listed in the submittal form. The references listed must be customers that are currently receiving or have recently received from the submitter the products and services described in this group. The references must include the customer's company name, and the name, title, e-mail address, and telephone number of the contact person who can verify that the submitter has successfully provided the products and services that will be solicited in subsequent quotes and defined in this RTQ. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the TAB HVAC industry.

**2.3.3 Group C: A/C Duct Cleaning & Sanitizing**

In addition to the requirements listed in section 2.3 all submitters requesting to be included in this group must provide proof that their firm complies with the following requirements:

- a) The submitter must be regularly engaged in the business of A/C duct cleaning & sanitizing. Two (2) current references, consisting of existing customers, shall be listed in the submittal

form. The references listed must be customers that are currently receiving or have recently received from the submitter the products and services described in this group. The references must include the customer's company name, and the name, title, e-mail address, and telephone number of the contact person who can verify that the submitter has successfully provided the products and services that will be solicited in subsequent quotes and defined in this RTQ. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the A/C duct cleaning & sanitizing industry.

- b) Submitter must be a State of Florida Mechanical or Class "A", "B", "C" Air Conditioning Contractor. Copy of either license shall be provided with the bid submittal.

#### **2.3.4 Group D: Emergency and Repairs (undefined scope of services):**

Submitters may be required to respond to emergencies or repairs where the scope of services is undefined. Under this group, pool members will be selected to perform time and material services based on established rates and mark-up percentage.

The cost of parts and materials shall not exceed a 10% mark-up from the submitter's actual cost. A copy of the successful bidder's invoice from the supplier for parts and materials shall be submitted with the invoice for payment. In cases where the successful bidder manufactures its own parts, the bidder will charge the County a price no higher than what their firm charges their most favored customer. The County reserves the right to request verification.

In addition to the requirements listed in Section 2.4 All Submitters interested in participating in Group D must meet the following requirements:

- a) Submitters shall meet minimum requirements listed in Group A.
- b) Provide the hourly rates available from your firm. The hourly rate(s) quoted shall be deemed to provide full compensation to the submitter for labor, equipment use, and travel time.

Hourly Rates will be valid one year from the award of this RTQ. Pre-qualified bidders may submit revised hourly rates sixty (60) calendar days prior to the anniversary of the contract term. If no revised hourly rates are received from the pre-qualified bidders, the County will assume that the bidder has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

Pre-qualified bidders will be selected to perform time and materials repairs and emergencies based upon 1) the submitted rates, and 2) availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair.

Submitters shall provide all of the specified information, documents and attachments listed above with their submittal form as proof of compliance to the requirements of this RTQ. The County may, at its sole discretion and in its best interest, allow submitters to complete, supplement or supply the required documents.

It shall be the sole prerogative of the County as to the number of bidders who will be included under this RTQ. During the term of the RTQ, the County reserves the right to add or delete bidders as it deems

necessary and in its best interest. . If the County elects to add bidders, they must meet the same minimum qualifications established for the original RTQ.

**2.4 CONFERENCES AND/OR SITE VISITS**

Conferences and/or site visits may apply if so defined in the subsequent RFQs.

**2.5 INDEMNIFICATION AND INSURANCE**

See Section 1.21 and 1.22 of the General Terms and Conditions for Indemnification and Insurance Requirements.

**Note for bidders working with Miami-Dade Aviation Department:**

Under no circumstances are bidders permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

**2.6 CONTACT PERSON**

For any additional information regarding the Terms and Conditions of this RTQ, contact Yuly Chaux-Ramirez at 305-375-4263 or by e-mail at [ychaux@miamidade.gov](mailto:ychaux@miamidade.gov).

**2.7 DELIVERY**

The delivery date for each project will be specified in each subsequent RFQs. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom a purchase order is awarded fail to deliver in the number of days stated in the RFQs, the County reserves the right to cancel the purchase order on a default basis after any back order period that is allowed has elapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder from the contract for default.

The bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper.

**2.8 ACCEPTANCE OF PRODUCT/SERVICES**

The products/services to be provided shall be maintained in full compliance with industry standards and in full compliance with the specifications and requirements set forth in this RTQ and subsequent RFQs. If a bidder-provided product is found to be defective or determined not to meet the specifications and requirements of the subsequent RFQs, either prior to acceptance or upon installation, the item will be returned, at bidders' expense, to the bidder. At the County's own option, the bidder shall either provide a

direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charges for any conforming action taken by the County under this paragraph.

Project(s) 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.

**2.9 FURNISH AND INSTALL REQUIREMENTS**

The specifications and/or statement of work to be contained within subsequent RFQs shall describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

**2.10 LABOR, MATERIALS, AND EQUIPMENT**

The awarded bidder 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.

**2.11 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 completion of work, the bidder shall thoroughly clean up all areas affected by the work performed.

**2.12 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the services and/or equipment that may be acquired under this solicitation may 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.

All items to be purchased under the subsequent RFQs using federal funds shall be in accordance with all governmental standards, to include, but not be 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).

**2.13 FEDERALLY FUNDED AGENCIES - EXEMPTION TO CERTAIN CLAUSES**

RFQs issued off this request to qualify may be done by federally funded agencies, including Public Housing and Community Development Department. As federally funded agencies, certain clauses within this request to qualify will not apply to subsequent RFQs:

Section 1, Paragraph 1.11 (Local Preferences), Section 1, Paragraph 1.28 (Office of the Inspector General Fee), Section 1, Paragraph 1.36 (County User Access Program-UAP), Section 1, Paragraph 1.44 (Small Business Contract Measures), Section 1, Paragraph 1.44 (Small Business Enterprises (SBE)

measures), Section 1, Paragraph 1.45 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).

#### **2.14 SUB-CONTRACTING**

The pool members shall be the primary service providers. Pool member(s) will be permitted to subcontract portions of the work to competent sub-contractors. The sub-contractors are the responsibility of the pool member(s) and not the County. All sub-contractors performing work for the County shall be duly licensed prior to commencement of any work during the contract period. Successful bidder(s) shall be fully responsible to the County for acts and omissions of the sub-contractors and persons employed by them, as they are for acts and omissions of persons directly employed by them.

Any work or service to be performed by a subcontractor must have the prior approval of the County. The County reserves the right to approve, disapprove or dismiss any sub-contractors. Rejection of any subcontractor shall not entitle the successful bidder adjustment of bid prices. The successful bidder shall inform the County prior to scheduling any subcontractor's visit to any County facility. Failure by the successful bidder to have a subcontractor approved by Miami Dade County will not relieve the bidder of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this RTQ and subsequent RFQs.

Nothing contained in this bid solicitation and subsequent RFQs shall be construed to create any contractual relationship between any sub-contractor and the County

#### **2.15 COST ESTIMATES AND CHARGES FOR EMERGENCY SERVICES AND ADDITIONAL REPAIRS (Group D only)**

Pre-qualified bidders under Group D may be required to submit a written estimate to the user Department at no cost to the County accompanied with recommended work or additional services that are required before a work order for that specific service/repair is issued. Accordingly, the bidder(s) shall indicate the cost of its labor and materials in the cost estimate. The actual charge to the County from a successful bidder(s) for a specific project shall not exceed ten percent (10%) of the bidder's initial estimate without the expressed prior approval from an authorized agent of the County.

#### **2.16 SPECIAL SECURITY REQUIREMENTS AT THE AIRPORT**

A. The Miami-Dade County Aviation Department operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to frequently (more than 5 times within a 90-day period) enter the restricted areas of the Miami International Airport. These ID cards are required for access and are issued by the Miami-Dade Aviation Department at the current cost of \$38.00 for fingerprints and \$20.00 for the ID badge, per applicant per year. Therefore, the bidder(s) performing work at the Airport may need to obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently

visiting or performing services at the Miami International Airport restricted areas. For more information concerning ID cards, you may contact the Miami-Dade Aviation Department at (305.876.7188).

- B. Successful bidder(s) and their sub-contractors working at Miami Dade Aviation Department (MIA) are subject to complying with ISO 14001 regulations regarding Environmental responsibility. Bidder(s) will receive training and familiarization about the ISO 14001 protocol from the Miami Dade Aviation Department, Maintenance Division.

**2.17 SECTION 3 OF THE HUD ACT OF 1968-REQUIREMENTS FOR PUBLIC HOUSING AND COMMUNITY DEVELOPMENT PROJECTS ONLY.**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing. (See attached Appendix 1).
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section

7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**a) HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**

This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

**b) Certifications and Representations of Offerors Non-Construction Contract (Form HUD- 5369-C)**

Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

**c) General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

### SECTION 3 – TECHNICAL SPECIFICATIONS

#### **3.1 SCOPE**

This Request to Qualify (RTQ) will establish a pool of pre-qualified submitters capable of providing all labor, supervision, equipment and materials necessary to repair, replace, supply, install or rent HVAC Equipment, controls and related components for various Miami-Dade County (MDC) departments.

#### **3.2 SERVICES**

Projects may include any combination of interior and exterior work involving all types of equipment. Pool members may also be required to perform all associated and incidental work, including, but not limited to repair/replacement of chillers, piping, cooling towers and supporting structures, air handlers, controls, ductwork, unit ventilators, mounting structures, slabs, enclosures and incidental electrical work.

