

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
 Re-Bid Other : RQSP1500004

LIVING WAGE APPLIES: NO

Requisition No./Project No.: **RQSP1500004**

TERM OF CONTRACT: **One Time** WITH YEAR(S) OTR

Requisition /Project Title: OVERHAUL OF PATROL BOATS

Description: The purpose of this Invitation to Bid is to establish a contract to purchase services for upgrade and overhaul of two (2) existing 2008 Aluminum Chambered owned boats by Miami-Dade County for use at the Miami-Dade Seaport Department for Miami-Dade Police Department, Seaport Operations through a single solicitation.

Issuing Department: ISD/PMS for Seaport

Contact Person: Lourdes Farley

Phone: (305) 375-3045

Estimate Cost: \$278,500.00

OTHER

Funding Source:

ANALYSIS

Commodity Codes:	936-57		
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$
Comments:			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				
Signed: Lourdes Farley		Date sent to SBD: 5/20/16		
		Date returned to ISD/PMS:		

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this Invitation to Bid is to establish a contract to purchase services for upgrade and overhaul of two (2) existing 2008 Aluminum Chambered owned boats by Miami-Dade County for use at the Miami-Dade Seaport Department for Miami-Dade Police Department, Seaport Operations through a single solicitation.

The solicitation is organized into three (3) phases:

- Phase I: Evaluating the integrity of the aluminum hulls for continued service in the marine environment and determining the costs of any necessary repairs to the hulls where leaks and corrosion may be present.
- Phase II: Evaluating the boats existing electrical, HVAC and plumbing for continued service and determining the cost of any necessary repairs or replacement.
- Phase III: Determine the costs of removing any existing components, and the costs of acquiring and replacing the various listed items, which may also include the costs of any necessary modifications made to the existing boat structure (interior or exterior).

It is required that the Bidder carefully considers each phase, and make sure that their bid meets the specifications as indicated.

2.2 PRE-BID CONFERENCE MEETING (MANDATORY)

A pre-bid conference meeting will be held on Thursday, May 26, 2016 at 2:00 pm at 1015 N. America Way, Second Floor Conference Room, Miami FL 33132 to discuss the special conditions and specifications included within this solicitation. It is mandatory that a representative of the firm attend in order to qualify to submit a responsible offer in response to this solicitation.

The vendor's offer cannot be considered if a representative from that vendor's firm fails to attend this mandatory pre-bid-conference meeting, or fails to arrive at the conference within fifteen (15) minutes of the scheduled starting time.

Vendors are requested to bring this solicitation document to the pre-bid conference meeting, as additional copies may not be available.

IMPORTANT NOTE: If a mandatory walk-thru is also being held in conjunction with this conference, it will be necessary for the vendor to attend both the walk-thru and the pre-bid conference meeting in order to qualify to submit a responsible offer in response to this solicitation.

"Multiple members of individual community councils may be present."

IMPORTANT NOTE: A government-issued photo ID (i.e. Driver's License, Identification Card, Passport, etc.) is required to access the pre-bid conference meeting.

2.3 TERM OF CONTRACT: UPON COMPLETION

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.4 METHOD OF AWARD: To a Single Lowest Priced Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all phases listed in the solicitation and whose offer represents the lowest price when all phases are added in the aggregate. If a vendor fails to submit an offer on all phases, its overall offer shall be rejected. The County will award the total contract to a single vendor.

2.4.1 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder qualified to provide the work specified. **The Bidder shall submit the following information with his/her bid:**

- A. Experience record showing the Bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners.
- C. List of equipment and facilities available to do the work.

Failure to submit the above requested information with bid shall be cause for rejection of your bid. The term "experience", as used in this requirement, shall mean the experience gained and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this solicitation. It shall not mean the experience of individual employee(s).

2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract.

2.6 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The County shall provide partial payments for work completed by the successful vendor during various phases of the work assignment. The bidder shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the County user department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

Invoices and associated back-up documentation shall be submitted in duplicate by the vendor to the County as follows:

Seaport Department
Attn: Accounts Payable
Address: 1015 N. America Way, 2nd Floor
Miami, FL 33132

2.7 SHIPPING TERMS: F.O.B. DESTINATION

See Section 1, paragraph 1.19 for delivery requirements

2.8 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The vendor shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the work, repair, and/or service. Time for completion may be considered a factor in determining the vendor to whom award will be made, if so stipulated in provision 2.4 entitled "Method of Award". **The completion date shall not exceed ninety (90) calendar days after the effective date of the Notice to proceed or no later than August 15, 2016.**

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor to whom the contract is awarded fail to complete the work within the number of days as stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The

County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.9 **WARRANTY SHALL BE NINETY (90) CALENDAR DAYS**

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of ninety (90) calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) 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 thirty (30) 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 or through invoicing.

2.10 **GUARANTEE AGAINST DEFECTS SHALL BE THREE HUNDRED SIXTY FIVE (365) CALENDAR DAYS**

The vendor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of three hundred sixty five (365) calendar days after date of acceptance of the labor, material and/or equipment by the County. The vendor shall promptly correct these deficiencies, without cost to the County, within ten (10) calendar days after the County notifies the vendor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

2.11 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial Marine General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. The coverage must include Ship Repairer's Legal Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage**
- D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Old wick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

2.12 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Lourdes Farley, at (305) 375-3045 email – farley@miamidade.gov

2.13 2014 PORT SECURITY GRANT PROGRAM AWARD

This project is eligible for grant funding under 2014 Port Security Grant Program (PSGP), the Agreement Articles established in the Grant Award are here by incorporated into the competitive selection process.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

The awarded bidder shall furnish all labor, parts, equipment and supplies needed for upgrade and overhaul of two (2) existing 2008 Aluminum Chambered owned boats by Miami-Dade County for use at the Miami-Dade Seaport Department for Miami-Dade Police Department, Seaport Operations.

3.2 SERVICES INCLUDE THE FOLLOWING INITIAL THREE (3) PHASES

3.2.1 Phase I: Evaluating the integrity of the aluminum hulls for continued service in the marine environment and determining the costs of any necessary repairs to the hulls where leaks and corrosion may be present.

3.2.2 Phase II: Evaluating the boats existing electrical, HVAC and plumbing for continued service and determining the cost of any necessary repairs or replacement.

3.2.3 Phase III: Determining the costs of removing any existing components, and the costs of acquiring and replacing the various listed items, this may also include the costs of any necessary modifications made to the existing boat structure (interior or exterior).

It is required that the Bidder carefully considers each phase, and make sure that their bid meets the specifications as indicated.

3.3 LIST OF ITEMS TO BE REMOVED AND REPLACE FOR TWO (2) ALUMINUM CHAMBERED BOATS

1. Outboard engine 250 HP(2)
2. Counter-rotating outboard engine 250 HP (2)
3. High performance ignition and throttle controls (2)
4. High performance outboard hydraulic steering components for two engines helm and actuators(2)
5. 5 KW (1800 RPM) diesel generator(2)
6. 15 gallon diesel fuel tank replaced (2)
7. 13,000 BTU Marine Air Condition unit/Camper Top style (2)
8. VHF Radio (2)
9. VHF Antenna (2)
10. Gyro-stabilized Thermal Infrared Night Vision Camera (2)
11. GPS Chart Plotter with roof mounted GPS and AIS sensors (2)
12. GPS marine mapping cartridge for Southeast Florida
13. GPS Depth sensor (2)
14. GPS HD 4KW Radar dome (2)
15. GPS HD sounder with side scan sonar (2)
16. Operator seats with suspension (4)
17. High-performance trim tabs with controls (2 sets)
18. Replace existing dash electrical switch panel (2)
19. Replace all existing windshield wiper components (4)
20. Complete battery bank rewiring and upgrades (2)
21. Replace existing bilge pumps (4)
22. Replace existing air bladder (collar) (2)
23. Add 120v outlet receptacle (2)
24. Repaint deck with rubberized gray colored paint and replace all existing non-skid material (2)
25. Install new Police light bars
26. Inspection and possible replacement of existing fuel tank.

NOTE: *Existing police radio, siren, antenna and PA speaker will remain.
*The two (2) Aluminum Chambered boats are to be completed at the same time.

3.4 SERVICES TO BE PERFORMED

The awarded bidder shall perform inspection, repair and removal and or replacement services at the vendor's facility.

3.5 REPAIR REQUIREMENTS

All repairs and services whether OEM or Non OEM shall be in accordance with original manufacturer's specifications and established industry practices and standards.

The successful bidder shall be responsible for notifying the County of any additional repairs and/or parts required at the conclusion of each inspection phase. The bidder shall provide a written estimate for said additional repairs and/or parts. It shall be the sole prerogative of the County to accept such proposal.

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Smith, Leticia (Seaport)
Sent: Tuesday, March 24, 2015 3:26 PM
To: Jones, Tracey L. (ISD)
Cc: Pino, Gyselle (Seaport); Rose, Phillip (Seaport); Bellis, Luz (Seaport)
Subject: Request to Advertise Project -RQSP1500004 - PSG Round 14 Boat Overhaul

Good afternoon:

Please be advised that Requisition No. RQSP1500004, has been created in ADPICS for the advertisement of the subject project. Attached is the scope of work. Please advise if you require additional information.

ESTIMATED COST - \$278,500.00

INDEX CODE - The grant index code assigned to this project is SP421HARPEI14.

FUNDING - This project will be funded partially (75%) by federal funding under the U.S Department of Homeland Security, Port Security Grant Program (Grant No. EMW-2014-PU-00571). Projects funded with federal dollars implicate that **federal** requirements are included in the contract, the contract be competitively awarded, and no measures or local preferences be allowed. As an important reminder, please note that since this project is eligible for grant funding under our 2014 Port Security Grant Program (PSGP), the Agreement Articles established in the Grant Award should be incorporated into the competitive selection process. Included in this e-mail are copies of the following documents:

- 2014 Port Security Grant Program Award Notice including award letter along with the **Agreement Articles** (pages 3 to 10 of attached PDF) which are the terms/conditions to be incorporated in the procurement/contracts. Please note that this document also states applicable Code of Federal Regulations (CFR's) required under this grant.
- Federal procurement requirements that are part of accepting federal dollars. These would be helpful to keep handy to ensure compliance with all applicable CFR's.

Regards,

Leticia Smith, MBA, CPPB
Manager

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