

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.: **RQSP1600007**

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

Requisition /Project Title: OVERHAUL OF PATROL BOATS

Description: The purpose of this solicitation is to establish a contract for the purchase of overhaul services for two (2) 30ft. 2008 aluminum chambered boats (ACB) owned by Miami-Dade County.

Issuing Department: ISD/PMS for Seaport

Contact Person: Jennyfer Calderon

Phone: (305) 375-5312

Estimate Cost: **\$278,500.00**

Funding Source: OTHER

ANALYSIS

<u>Commodity Codes</u> : 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.		
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:	\$	\$	\$	
<u>Comments</u> :				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
<u>RECOMMENDATIONS</u>				
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
<u>Basis of recommendation</u> :				
Signed: Jennyfer Calderon		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 solicitation is to establish a contract for the purchase of overhaul services for two (2) 30ft. 2008 aluminum chambered boats (ACB) owned by Miami-Dade County.

Definition:

All-inclusive pricing: the price provided shall include the removal of the old unit, the cost of the new unit, and any labor and miscellaneous supplies needed for proper installation.

2.2 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order (PO) and shall remain in effect until such time as the goods and services acquired in conjunction with this solicitation have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible Bidder in the aggregate, who meets the minimum qualification as listed below. In order to be considered for award, Bidders must submit an offer on all items listed in the solicitation. If a Bidder fails to submit an offer on all items, its overall offer shall be rejected.

QUALIFICATION

- A. Bidder shall provide two reference that can confirm that the Bidder has performed similar job(s) within the past twelve (12) months. This information shall include: Company name, contact person, phone, address, and email.
- B. Bidders shall provide a contact name, along with the contact information of the individual in their organization who is knowledgeable and experienced in providing these services; and who will serve as the primary point of contact for the County. This person shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to overhaul of the boats.

Bidders shall submit the specified information requested above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

2.4 PRE-BID CONFERENCE MEETING (MANDATORY)

A mandatory pre-bid conference meeting will be held on Tuesday, May 31, 2016 at 10:00 am at the 1015 N. America Way, Second Floor (Main Conference Room), Miami FL 33132 to discuss the special conditions and specifications included within this solicitation. It is very important that Bidders inspect the boats and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these conditions.

The Bidder's offer may not be considered should a representative from that Bidder's firm fails to attend this mandatory meeting, or fails to arrive at the conference within fifteen (15) minutes of the scheduled starting time. The 'cone of silence' will be lifted during the site visit to allow any questions to be addressed with representatives from Miami-Dade County. Bidders shall provide their own transportation and arrived promptly as meeting will start on time. Bidders are requested to bring a copy of the solicitation to the site visit, as additional copies will not be available. This is a public meeting and multiple members of individual community councils may be present

For security purpose, a government-issued photo ID (i.e. Driver's License, Identification Card, Passport, etc.) is required to access the pre-bid conference meeting.

2.5 PRICES

The prices proposed by the Bidder shall remain fixed and firm during the term of contract. All pricing submitted shall include all services described herein to include, but not limited to: the parts and/or equipment, supplies, and labor.

2.6 LIQUIDATED DAMAGES

If the awarded Bidder fails to complete the project in accordance with the specifications to the satisfaction of the County by **August 15, 2016**, the Bidder shall be subject for liquidated damage charges in the amount of **5%** of the total contract price for each and every calendar day the work remains incomplete; as compensation due to the County for loss of use and potential loss of grant due to such non-completion of the work. The County shall have the right to deduct the said liquidated damages from any amount due; or that may become due to the Bidder under this agreement; or to invoice the Bidder for such damages if the costs incurred exceed the amount due to the Bidder.

2.7 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The following clause will replace Section 1.22.A.2 of the General Terms and Conditions:

2. 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.**

2.8 USE OF FEDERAL FUNDING

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.9 FEDERAL STANDARDS

All services to be purchased under this contract 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).

2.10 EXEMPTION TO CERTAIN CLAUSES

As a Federally-funded agency, the following clauses within this RFQ do not apply to this contract.

- Section 1 Paragraph 1.11; Local Preferences
- Section 1 Paragraph 1.28; Office of the Inspection General
- Section 1 Paragraph 1.36; County User Access Program (UAP)
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure
- Section 1 Paragraph 1.45; Local certified serviced-Disable Veteran's Business Enterprise Preference
- Section 1 Paragraph 1.46; First Source Hiring Referral Program

2.11 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 at the prices submitted all labor, parts, equipment and supplies needed for the upgrade and overhaul of two (2) 30 ft. 2008 ACB owned by Miami-Dade County.

3.2 SERVICE SCHEDULE

The awarded bidder shall start the services no later than 5 calendar days after the effective date of the purchase order, and shall be complete all work no later than August 15, 2016 as this project is time sensitive. All work shall be performed in accordance with good commercial practice.

3.3 WORK TO BE PERFORM

The County shall be responsible for the delivery and pick-up of the boats to and from the awarded Bidder service site.

A. Replacement of Parts/Equipment

Bidders shall provide an all-inclusive price for each item listed in Section 4.1 Items 1 and 23.

B. Installation of New Parts/Equipment

The Awarded Bidder shall supply for each vessel and provide an all-inclusive price for the following:

- 120v outlet receptacles
- Police light bars

C. Paint

The Awarded Bidder shall strip and repaint hull, deck and cabin of each vessel and shall replace all existing non-skid material. The hull shall be painted in black, and the deck and cabin shall be painted gray. The deck paint shall rubberized. A price per vessel shall be provided in Section 4.1 Item 26.

D. Additional Services and Parts/Equipment

The Awarded Bidder shall evaluate/inspect the aluminum hulls, electrical, HVAC, plumbing, fuel tanks, and interior/exterior structure to determine any additional repairs, modifications or part replacement to be performed other than those already listed through this solicitation. If the County requires any additional services or shall require the replacement of any additional parts and/or equipment not listed in Section 4, the awarded Bidder shall provide the County in writing a cost estimate for the additional repairs, to include the cost for each part and/or equipment and the estimated number of hours to complete the work for approval. The Bidders hourly rate shall not exceed the rate listed in Section 4.1, Item 27.

- A. The Bidder shall provide an hourly rate should the County require the Bidder to perform any additional service not listed in Section 4.
- B. The cost of any part not listed in Section 4 shall be paid on a pass-thru basis. Bidders shall charge the County the same cost as charged by their supplier. A copy of the invoice shall be submitted with the Bidder's invoice for payment.

The final invoice to the County for any additional services shall not exceed 10% of the awarded Bidder's original bid proposal.

3.4 "EQUAL" PRODUCT

The mention of a particular manufacturer's brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the style, type or quality of merchandise that will be acceptable. Bidder are to list the make and model number should an alternate product be offered. In addition, bidders are to provide product specification sheets for the alternate product. The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade

County and such determination shall be final and binding upon all bidders. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination.

3.5 TRADE-IN VALUE OF A PART/EQUIPMENT

The awarded Bidder shall credit the County the current trade-in value for any part and/or equipment based on the currently resale value of such part and/or equipment.