

Pascul, Susan H. (ISD)

From: Garcia, Neivy (Aviation) <NGarcia@miami-airport.com>
Sent: Thursday, March 14, 2013 8:12 AM
To: Pascul, Susan H. (ISD)
Cc: Walker, Celeste (ISD); Valdes, Ivan (Aviation); Garcia, Michael (Aviation); Davalos, Ray (Aviation); Feterman, Denis (Aviation)
Subject: RE: BW9330-5/20

Good morning Susan,
WE will use the agreement as written.

Thank you,
Neivy Garcia, Division Director
Commodities Management
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Voice: 305-876-8482
Fax: 305-869-4283 or 305-876-0323
ngarcia@miami-airport.com
"Delivering Excellence Every Day"

****IMPORTANT NOTICE****

The Miami-Dade County Aviation Department is a public agency subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and are thus subject to disclosures. All e-mail sent and received is captured by our server and kept as public record.

From: Pascul, Susan H. (ISD) [<mailto:SPASCUL@miamidade.gov>]
Sent: Wednesday, March 13, 2013 5:34 PM
To: Garcia, Neivy (Aviation)
Cc: Walker, Celeste (ISD); Valdes, Ivan (Aviation); Garcia, Michael (Aviation); Davalos, Ray (Aviation); Feterman, Denis (Aviation)
Subject: RE: BW9330-5/20

Good afternoon,

I wanted to follow-up on last week's meeting.

What has MDAD decided to do? Proceed with amending the agreement (i.e., to include a mark-up on subcontracted services) or use the agreement as written.

Let us know.

Thanks much!

Susan H. Pascul
Procurement Contracting Officer 2
INTERNAL SERVICES DEPARTMENT

PROCUREMENT MANAGEMENT DIVISION

111 N.W. FIRST STREET - SUITE 1300
MIAMI, FL 33128

TEL: (305) 375-2037
FAX: (305) 375-4407

E-MAIL: SPASCUL@miamidade.gov
WEB: www.miamidade.gov/dpm
"Delivering Excellence Every Day"

-----Original Appointment-----

From: Garcia, Neivy (Aviation) [<mailto:NGarcia@miami-airport.com>]

Sent: Wednesday, February 27, 2013 12:36 PM

To: Garcia, Neivy (Aviation); Pascul, Susan H. (ISD); Walker, Celeste (ISD); Davalos, Ray (Aviation); Garcia, Michael (Aviation); Valdes, Ivan (Aviation); Sariego, Jorge (Aviation); Feterman, Denis (Aviation); White, Ronnette (ISD)

Subject: BW9330-5/20

When: Wednesday, March 06, 2013 1:30 PM-2:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where: ISD/DPM Govt Ctr 13th floor

Time had to be changed due to a conflict for 1 attendee. << File: disclaimer.txt >>

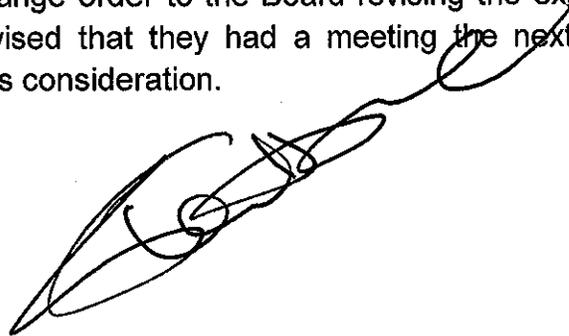
Note to File:

A meeting was held March 6, 2013 to discuss the MAINTENANCE SERVICES FOR AUTOMATIC OORS, Contract No. BW9330-5/20 with DASH DOOR & CLOSER SERVICE INC. The purpose of the meeting was to discuss the attached email and possible options MDAD could pursue to address the issues.

Attendees of the meeting were: Celeste Walker, Susan Pascul, Neivy Garcia, Denis Feterman, Ivan Valdes, Michael Garcia, and Ray Davalos.

The issues of the email were discussed at length by the attendees. Mr. Davalos expressed that the previous contracts had the 20% mark-up and that MDAD had inadvertently thought that term had continued in the present contract. Many of MDAD representatives recalled that the 20% term had been discussed in the negotiation meetings but for some reason did not get included in the resulting contract. Mr. Davalos had concerns that it would require additional efforts of MDAD staff to administer and monitor the vendor using the T&M approach contained in the contract.

MDAD was given a choice of either using the contract as is or developing rationale for and presenting/supporting a change order to the Board revising the existing bid waiver contract for Board consideration. MDAD advised that they had a meeting the next day with Carlos Jose and would present these options for his consideration.

A handwritten signature in black ink, appearing to be 'C. Jose', is written diagonally across the lower half of the page. The signature is fluid and somewhat stylized, with a long horizontal stroke extending to the right.

Pascul, Susan H. (ISD)

Subject: BW9330-5/20
Location: ISD/DPM Govt Ctr 13th floor

Start: Wed 3/6/2013 1:30 PM
End: Wed 3/6/2013 2:30 PM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Garcia, Neivy (Aviation)

Required Attendees: Pascul, Susan H. (ISD); Walker, Celeste (ISD); Davalos, Ray (Aviation); Garcia, Michael (Aviation); Valdes, Ivan (Aviation); Sariego, Jorge (Aviation); Feterman, Denis (Aviation)

Time had to be changed due to a conflict for 1 attendee.

Pascul, Susan H. (ISD)

From: Garcia, Neivy (Aviation) <NGarcia@miami-airport.com>
Sent: Thursday, February 21, 2013 8:40 AM
To: Pascul, Susan H. (ISD); Feterman, Denis (Aviation)
Cc: Walker, Celeste (ISD); Davalos, Ray (Aviation)
Subject: RE: Contract BW9330-5/20

Thank you Susan.

Denis,

Please review all of the PO we have issued for this markup and contact the vendor.

Thank you,

Neivy Garcia, Division Director

Commodities Management

Miami-Dade Aviation Department

P.O. Box 025504

Miami, Florida 33102-5504

Voice: 305-876-8482

Fax: 305-869-4283 or 305-876-0323

ngarcia@miami-airport.com

"Delivering Excellence Every Day"

****IMPORTANT NOTICE****

The Miami-Dade County Aviation Department is a public agency subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and are thus subject to disclosures. All e-mail sent and received is captured by our server and kept as public record.

From: Pascul, Susan H. (ISD) [mailto:SPASCUL@miamidade.gov]
Sent: Wednesday, February 20, 2013 4:55 PM
To: Feterman, Denis (Aviation)
Cc: Walker, Celeste (ISD); Davalos, Ray (Aviation); Garcia, Neivy (Aviation)
Subject: RE: Contract BW9330-5/20

Dennis,

We have further reviewed the contract and according to Article 7 of the contract, compensation for all Work and Services, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Price Schedule and Appendix D, Parts. Article 7 also provides that the County shall have no obligation to pay the Contractor any additional monies, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. There have not been any modifications or change orders to the contract.

We have reviewed the contract file including the record of negotiations and *could not* find any mention of a compensation provision that would pay the prime a 20% mark-up for subcontracted services.

Let us know how we can be of further assistance.

Regards,

Susan H. Pascul

Procurement Contracting Officer 2

INTERNAL SERVICES DEPARTMENT

PROCUREMENT MANAGEMENT DIVISION
111 N.W. FIRST STREET - SUITE 1300
MIAMI, FL 33128

TEL: (305) 375-2037
FAX: (305) 375-4407

E-MAIL: SPASCUL@miamidade.gov
WEB: www.miamidade.gov/dpm
"Delivering Excellence Every Day"

From: Pascul, Susan H. (ISD)
Sent: Wednesday, February 20, 2013 2:45 PM
To: Feterman, Denis (Aviation)
Cc: Walker, Celeste (ISD); Davalos, Ray (Aviation); Garcia, Neivy (Aviation)
Subject: RE: Contract BW9330-5/20

Denis,

In our initial conversation yesterday, I advised that I could not find a provision for a 20% markup on subcontracted work for additional services. In fact, the contract states that additional services shall be paid at the rates listed in Appendix B.

However, we do not wish to impede MDAD's efforts in moving forward with an emergency job.

So, as this contract has been in-place since January 2011 and MDAD has been using it since that time, what provision in the contract has MDAD used to authorize a 20% in subcontracted work for additional services? Does MDAD authorize the 20% in all instances of subcontracted work or only in some instances? If only in some instances, what were those instances?

Once we have the answers to the above questions, we will be able to respond.

Susan H. Pascul
Procurement Contracting Officer 2
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
111 N.W. FIRST STREET - SUITE 1300
MIAMI, FL 33128

TEL: (305) 375-2037
FAX: (305) 375-4407

E-MAIL: SPASCUL@miamidade.gov
WEB: www.miamidade.gov/dpm
"Delivering Excellence Every Day"

From: Feterman, Denis (Aviation) [<mailto:DFeterman@miami-airport.com>]
Sent: Wednesday, February 20, 2013 1:50 PM
To: Pascul, Susan H. (ISD)
Cc: Davalos, Ray (Aviation); Garcia, Neivy (Aviation)
Subject: Contract BW9330-5/20

Susan,

Good afternoon, during a recent audit a question was brought up about charges for subcontracted services on contract BW9330-5/20.

The contracted vendor, Dash Door and Closer Service, Inc. charges 20% mark-up on all subcontracted services. These mark-up has been approved in the past but the contract agreement is silent in respect to it.

The question is if the 20% mark-up is applicable under this contract?

We do have an emergency job that is being held back pending the response to the mark-up question.

Thank you, your prompt response is appreciated.

Mr. Denis Feterman

Airport Purchasing Specialist
Miami-Dade County Aviation Department
P O Box 025504
Miami, Florida 33102-5504
Voice: (305) 869-4244
Fax: (305) 876-0323

***** IMPORTANT NOTICE *****

The Miami-Dade County Aviation Department is a public agency subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and are thus subject to disclosures. All e-mail sent and received is captured by our server and kept as a public record.

"Delivering Excellence Every Day"