

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No: SS8080-4/11-4
<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other	LIVING WAGE APPLIES: ___ YES ___ <input checked="" type="checkbox"/> NO				

Requisition/Project No: RQID1300134

TERM OF CONTRACT: 3 years
with N/A options-to-renew

Requisition/Project Title: ALADDIN TEMP – RITE EQUIPMENT - PARTS

Description: This contract will be utilized for the purchase of spare parts necessary to maintain and operate all forms of Aladdin Temp-Rite Incorporated retherm heating/cooling systems in place at various correctional facilities. .

User Department(s): Miami-Dade County on an as needed basis. Primarily this contract will be utilized by Miami-Dade Corrections and Rehabilitation Department

Issuing Department: Internal Services, Procurement Management Services Division

Contact Person: Mike Ramos

Phone: 305-375-5215

Estimated Cost: \$ 240,000.00

Funding Source: General Funds

ANALYSIS

Commodity/Service No: 740-40		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input 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): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation: <u>Maintain SBE Bid Preference as current contract</u>

Signed: *Mike Ramos*

Date to DBD: 5/24/13

Date Returned to DPM: _____



Vivian B. Woodruff
Manager, Pricing and Sales Administration
Aladdin-Temp Rite LLC
250 E. Main Street
Hendersonville, TN 37075
Phone: 1-800-888-8018 Ext. 3724
Email: vwoodruff@aladdin-atr.com

Re: Contract No.: Aladdin-Temp Rite Equipment - Parts

Dear Ms. Woodruff:

This letter sets forth the terms of the agreement (the "Agreement") between Miami-Dade County (the "County") and Aladdin-Temp Rite LLC (the "Contractor") to contract for the purchase of spare parts necessary to maintain and operate all forms of Aladdin Temp Rite Incorporated retherm heating/cooling systems in place at various correctional facilities. This agreement contains the entire agreement between the parties as to all matters contain herein. The Contractor shall provide the goods to the County and shall be paid in accordance with section 6.

1) DEFINITIONS

- a. The words "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Agreement between Miami-Dade County and Aladdin-Temp Rite LLC, and all other attachments hereto and all amendments issued hereto.
- b. The word "Contractor" to mean Aladdin-Temp Rite LLC.
- c. The word "Days" to mean Calendar Days.

2) CONTRACT TERM

The effective date of this Contract is as stipulated on the Purchase Order resulting from this Agreement. The initial term of this Contract shall be from the effective date for a period of three (3) years.

3) CONTRACT EXTENSION

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract Term and will notify the Contractor in writing of the extension.

This Contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the Contractor upon approval by the Board of County Commissioners.

4) NOTICE REQUIREMENTS

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivery personally; or delivery via fax or email (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(i) to the County

- a) to the County Department's Project Manager:
(to be specified in the Department's release purchase order)

Facilities Superintendent
Facilities Management Bureau
Miami-Dade Corrections and Rehabilitation Department
3595 NW 72 Avenue • Miami, Florida 33122
Off: 786-263-6408 Fax: 786-263-6449

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director, Procurement Management Services
Phone: (305) 375-5548
Fax: (305) 375-2316

(ii) to the Contractor:

Vivian B. Woodruff
Manager, Pricing and Sales Administration
Aladdin-Temp Rite LLC
250 E. Main Street
Hendersonville, TN 37075
Email: vwoodruff@aladdin-atr.com
Phone: 1-800-888-8018 Ext. 3724
Fax: 615-338-3701

Either party may, at any time, designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

5) ENTIRE AGREEMENT AND ORDER OF PREFERENCE

This Contract incorporates and includes all, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Contract, and that this Contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect,

and that this Agreement may be modified, altered or amended only by written amendment approved by the County. If there is a conflict between or among the provisions of this Contract, the order of precedence is as follow: 1) these terms and conditions, 2) the Agreement between the County and Aladdin-Temp Rite LLC, and 3) Parts List (Appendix A).

6) PRICING

The County may obtain spare parts as listed on Appendix A . Pricing for the spare parts, not limited to Appendix A, shall be available at 12.50% off the current list price in effect at the time of purchase order.

7) DELIVERY

Freight charges shall be billed on a per purchase order basis.

8) METHOD OF PAYMENT: PAYMENTS FOR GOODS FURNISHED

The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the part(s). Under no circumstances shall the invoice be submitted in advance of the delivery and acceptance of the part(s). In order for the County to provide payment, the Contractor shall submit a fully documented invoice that shall contain the following basic information:

I. Contractor Information:

- The name of the business organization as specified on the Agreement between Miami-Dade County and the Contractor
- Date of invoice
- Invoice number
- The Contractor'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 provided
- Extended total price of the goods
- Applicable discounts

IV. Goods 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
- Reference of the corresponding delivery ticket

- Parts number

Failure to Comply

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

Invoices shall be submitted in single original copy by the Contractor to the County Representative as specified in the Department's Release Purchase Order.

9) WARRANTY

All warranties express and implied, shall be made available to the County for goods covered by this Contract. All goods furnished shall be fully guaranteed by the Contractor against factory defects. At no expense to the County, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

10) TERMINATION FOR CONVINIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

11) TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate.

12) INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, the purchase order will include the Inspector General requirements. The Code requires a ¼ of 1% reduction from the total price of any vendor invoice issued.

13) USER ACCESS PROGRAM

Pursuant to Miami-Dade County Code Section 2-8.10, this contract is subject to user access fee under the County User Access program (UAP) in the amount of two percent (2%). The Contractor providing the goods under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full complete payment for the goods specified on the invoice.

14) INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder 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.

15) VENDOR REGISTRATION AND CONFLICT OF INTEREST

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family members entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

16) LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statues, ordinances, rules and regulations which may pertain to the to the goods required under this Agreement.

17) GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statue, tort (such as negligence), or otherwise shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

18) ASSIGNMENTS

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, tittle or interest therein or its powers to execute such contract to any person, company or corporation without the prior written consent of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Attachments: Appenice A – Spare Parts List

Appendix A – Parts List

APPENDIX A – Dade County Correction and Rehabilitation Spare Parts List
12.50% Discount is applicable to all parts included on this Appendix, with the exception of
Part No. 14650 SHELF, HTR, MOD 2, HARDWIRE.

CR3 Cart

Part No. / Description

96635 ASSY, SUB, DOOR, FOAM, FRONT
 96633 ASSY SUB, DOOR, FOAM, REAR
 96632 DOOR, REAR, CART, CR3, 30
 96634 DOOR, FRONT, CART, CR3, 30
 96658 HANDLE, KIT, CR3C, DOOR, 30
 96512 HINGE, TOP, CR3C
 96510 ***USE 10754 POLISHED***
 98185 GASKET, CART, TANK, SR
 96565 EXTRUSION, GSKT, HORZ, A
 96621 EXTRUS, GSKT, VERT, CR3C SR
 96566 EXTRUSION, GSKT, HORZ, B
 96620 GUIDES, TRAY, CR3C SR, 30M,
 96651 SUPPORT, DOOR, CVR3C
 97787 FILLER, LATCH, CVR3, CART
 96541 CASTER, SWIVEL, LOCKING, CR
 10658 KIT, CR3/PRIME, WALL, GUIDE
 99687 GASKET, CENTER GUIDE
 96584 FILLER, GUIDE, CR3C
 96613 DEFLECTOR, AIR, CR3C
 96627 GASKET GUARD, CR3C SR, 30M
 96539 CASTER, FIXED, CR3C
 96598 PLATE, PLUNGER, CR3, CART
 96505 SPRING, PLUNGER, DOOR, CR3C
 96543 SPACER, NYLON, .505IDX.75
 98332 WASHER, NYLON
 96563 COVER, STRIKE PLATE, CR3C
 96562 PLATE, STRIKE, CR3C
 96657 HANDLE, KIT, CR3C, CART, 30
 96504 TOP, CART, CR3C
 96644 LABEL, HOT, CR3C, VERTICAL
 96645 LABEL, COLD, CR3C, VERTICAL
 96646 LABEL, HOT W/ARROW PT LFT
 96647 LABEL, COLD, W/ARROW PT RT
 97720 RACK, WIRE, FOR CR3DR104
 98186 GASKET, CART, DOOR, SR
 97785 STRAP, STATIC, CVR3
 92591 PLUG, 9/16, BLACK RUBBER
 97799 SHIM, THICK
 96582 BAR, DIVIDER, CR3, DIVIDED
 98462 BAR, DIVIDER, CR3, FLAT
 96580 HITCH, TOW, CR3C, RETRACT.
 96569 LATCH, CR3C 87.56 10.95 76.61
 96578 LATCH, W/KEY LOCK, CR3C
 96503 KIT, DOOR LATCH, CR3C
 10595 ASSY, DIVIDER, W/GASKET
 93877 LANYARD, NYLON COATED, 6IN
 96594 BUSHING, DR HINGE, BRONZE
 99152 **CR3=99676, PR=10771**
 96525 CARD HOLDER, CVR3 CART
 11021 GUARD, ACORN, NUT

CR3 Docking Station**Part No. / Description**

96766 SWITCH,LIMIT,ROLLER PLU-
96734 BLOWER,WHEEL,COLDSIDE,CW
96887 BLOWER,WHEEL,HOTSIDE,CW
96728 MOTOR,FAN,CR3D
11128 MOTOR,FLANGED,FAN,CRXD
10840 CAPACITOR,RUN,6UF,90C
96768 LATCH,BRASS FT PEDAL,CR3
98117 PAN,EVAPORATIVE,ASSY
98837 ANCHOR,1/2",3/8-16
96742 HEATER,COILS,FOR 8.5IN
96830 VANE,EPS,COLD SIDE,CR3D
96758 DRYER-FILTER,CR3,053S
96756 SOLENOID,CR3
98571 KIT,REPAIR,CR3,SOLENOID
96716 SWITCH,ON-OFF W/LGT KNOB
99828 THERMOCOUPLE,SEALED,DOCK
96702 MEMBRANE,N7,CR3D
96703 CONTROLLER,N7,CR3
98305 HARNESS,16PIN,N7,CVRIII
96783 PIN,CLEVIS,3/8IN D,5/32
96785 THRUST BEARING,BRNZ,3/8
96816 EXTRUSION,AL,GASKET,HOLD
98431 PLATE,PHENOLIC,W/HOLES
96800 INSULATION,CR3D,REAR,MD
10595 ASSY,DIVIDER,W/GASKET
96910 CONTACTOR,9A,CR4,CR3D
96940 CONTACTOR,9A,24VAC,CR3D
96911 CONTACTOR,30A,CR1,CR3D
98231 AUX,CONT,BLOCK,CR1,CR3D
96913 JUMPER,2 POLE,CR3D
96914 JUMPER,3 POLE,CR3D
96915 END ANCHOR,DIN 35M,CR3D
96916 END BARRIER,CR3D
96917 FUSE BLOCK,F1-3,CR3D
96918 FUSE BLOCK,F4-5,CR3D
96919 SUPP.PROT,4A,CB2,CR3D
96920 SUPP.PROT,15A,CB1,CR3D
96921 TERM,30A,GRAY,CR3D
96922 TERM,30A,RED,CR3D
96923 TRANSF,208V,24V,CR3D
96924 TERM,GND,CR3D
96925 FUSE,600V,4A,CL,CC,CR3D
96926 FUSE,600V,30A,CL,CC,CR3D
99221 CONT,ESAFE2,20A,CR2,CR3D
96928 THERM,15A,200C,FXD,CR3D
96940 CONTACTOR,9A,24VAC,CR3D
97553 ***USE 99177***
97554 PIN,UPPER,TRAYGUIDE
97555 PIN,LOWER,TRAYGUIDE
98190 GASKET,DOCK,SR
97719 VALVE,THERM EXP,SR HOT
97718 VALVE,THERM EXP,SR,CLD
96941 COVER,PERF,HOT,XHAUST,SR
96943 UNIT,CONDENSING,CR3D,SR 2
96967 INSULATION,CR3DSR,RHT,C

Part No. / Description

96972 INSULATION,CR3DSR,LEFT,H
 97846 STRIP,TRIM,ANGLE,SR,CVR3
 96950 EVAP,HOTSIDE,CR3D SR
 96946 EVAP,COLDSIDE,CR3D SR
 98773 COMP,CR3,30,SVC 965.55
 98667 INSULATION,OUTSID,COLD30
 96620 GUIDES,TRAY,CR3C SR,30M
 99809 GUIDE,CENTER WALL, ALUM
 99810 INSULATOR,CENTER WALL

C400 Series Carts**Part No. / Description**

14650 SHELF,HTR,MOD 2,HARDWIRE (12.50% is not applicable)
 21042 SWITCH,ACTIVATION,WHITE
 21082 BOX,J,PERFECT-LINE,T-11
 24834 RIVET,POP,1/8,ALUM,5/16
 24916 BUMPER,XL,MINI,BLACK
 24937 WASHER,#10,FLAT,PLASTIC
 28283 BOLT,10-24,5/8,SHLDR-SOC
 28285 BOLT,5/16-18X5/8,HEX,ZIN
 28286 WASHER,5/16,LOCK,S/S,XL
 28323 TAPE,TRIM,1/2X150,TRII,B
 28337 NUT,316,PAL,#SD188008
 28377 HARNESS,JUMPER,LIGHT,SOL
 28828 BUMPER,BASE,XL,LARGE,BLA
 29117 RIVET,DRIVE,BUMPER,STEEL
 29687 STRIP,TRIM,BLACK,C424
 34843 BRKT,SPT,SHLF,TRII,RH,IV
 34844 BRKT,SPT,SHLF,TRII,LH,IV
 39243 PLUG,14-30P,125V,30A,4 W
 39326 SPACER,VALOX,MALE,TRII,X
 39811 WELDMENT,SLIDE BASE,PERF
 67186 PANEL,CVR,FRT,C420,SS
 67187 PANEL,CVR,REAR,C420,SS
 67192 PANEL,CVR,FRT,C424,SS
 67193 PANEL,CVR,REAR,C424,SS
 67195 PANEL,CVR,TOP,C4,SS
 75130 CASTER,5,SWVL/BR,RHOMBUS
 92706 COVER,BOLT,HANDLE PART #
 24602 RECEPTACLE HARNESS,2 WIRE
 28395 ACTIVATION BAR,TRII
 39471 TEST CORD

R61 Refrigerators**Part No. Description**

21043 SWITCH,DOOR,120-240V,R,H
 24725 PAN,CONDENSATE,EVAP,160W
 24726 MOTOR,C-FRAME,#4M073,300
 28407 TRANSFORMER,BOOST,UL,AMS
 28511 GUIDE,CASTER,C6,CART STA
 29313 SPACER,VALOX,FEMALE,TRII
 29654 PLUG,HOLE,3/4,STALL,CART
 39058 SWITCH,PROX,TURCK,10-30V
 97047 RECEPTACLE,REPLACEMENT KIT
 39183 CONTACTOR,AMS,15 AMP,R51

Part No. Description

39184 CONTACTOR,FURNAS,45CA20A

39185 RELAY,P&B,AMS,R51-R52,H&
39225 ASSY,HINGE,DOOR,R51/R52,
39226 CAM,INSERT,HINGE,DR,R51/
94310 KEY,LOCK,DOOR,1315,NEW U
39468 TIMER,DEFROST,120V,60HZ,
39524 BREAKER,CIR,1 POLE,20/30
39579 BREAKER,CIRCUIT,2 AMP,R5
39652 GASKET,DOOR,R5,R6 SERIES
39654 RETAINER,GASKET,65-9/16,
39655 GASKEY,SWEEP,DOOR,R5-R7
39656 ASSY,LOCK,HANDLE,#1315,R
39189 THERMOSTAT,REFRIG,R5&R6
93054 CONDENSING UNIT
92843 TIMER, CUTLER-HAMMER,ONLY
75367 EVAPORATOR COIL
92335 TEMP SENSOR

R62C

Part No. Description

21043 SWITCH,DOOR,120-240V,R,H
24725 PAN,CONDENSATE,EVAP,160W
24726 MOTOR,C-FRAME,#4M073,300
28273 NAMEPLATE,AMS,PLAIN
28407 TRANSFORMER,BOOST,UL,AMS
28511 GUIDE,CASTER,C6,CART STA
28803 BUZZER,ALARM,PIEZO,H&K R
29313 SPACER,VALOX,FEMALE,TRII
29654 PLUG,HOLE,3/4,STALL,CART
39058 SWITCH,PROX,TURCK,10-30V
97047 RECEPTACLE,REPLACEMENT KIT
39183 CONTACTOR,AMS,15 AMP,R51
39184 CONTACTOR,FURNAS,45CA20A
39185 RELAY,P&B,AMS,R51-R52,H&
39225 ASSY,HINGE,DOOR,R51/R52
39226 CAM,INSERT,HINGE,DR,R51/
94310 KEY,LOCK,DOOR,1315,NEW U
39468 TIMER,DEFROST,120V,60HZ,
39579 BREAKER,CIRCUIT,2 AMP,R5
39652 GASKET,DOOR,R5,R6 SERIES
39654 RETAINER,GASKET,65-9/16,
39655 GASKEY,SWEEP,DOOR,R5-R7
39656 ASSY,LOCK,HANDLE,#1315,R
39658 TRANSFORMER,JEFFERSON,R5
39659 FILTER,LINE,AC,R51-R52
39189 THERMOSTAT,REFRIG,R5&R6
39668 FUSE,2A-250V,FNM-2,BUSSM
93056 CONDENSING UNIT 1,
92843 TIMER, CUTLER-HAMMER,ONLY
75367 EVAPORATOR COIL
92335 TEMP SENSOR

Walters, Vivian (RER)

From: Ramos, Mike (ISD)
Sent: Friday, May 24, 2013 3:04 PM
To: Walters, Vivian (RER)
Subject: Request for Project for Review - Aladdin Temp Rite Equipment - Parts
Attachments: Sole Source Agreement - Aladdin Temp Rite - Parts FINAL DRAFT.doc; Contract Project Measure Analysis.doc

Good Afternoon Vivian

Through this email we are requesting the project review for the Aladdin Temp Rite Equipment - Parts sole source contract. Attached find the sole source contract and the Department Input form.

Let me know if I can be of further assistance.

Thank You and best regards,

Mike Ramos,
A&E Consultant Selection Coordinator
Miami-Dade County
Internal Services Department (ISD)
111 NW 1 Street - 13th Floor Suite 1300
Miami, Florida 33128
Tel. (305) 375-5215

ramosmi@miamidade.gov

www.miamidade.gov/internal

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 Think "GREEN"