

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

- New**
- OTR**
- Re-Bid**
- Other**

- Bid Waiver**
- Sole Source**
- Emergency Contract**

Previous Contract/Project No.

0751-0/18

Living Wage Applies

YES NO

Requisition No./Project No.:

(Pool RQID1800083 : RTQ-00862)
EVN0000070

TERM OF CONTRACT

4-year term

Requisition /Project Title:

Fire Suppression System: Inspection, Testing, and Repair Services

Description:

The purpose of this solicitation is to establish a contract for purchase inspection, testing, maintenance, certifications and repair services of fire suppression systems, pumps, and kitchen hoods as required in conjunction with the needs of Internal Services Department, Facilities and Infrastructure Management Division.

Services under this solicitation includes, but are not limited to, the performance inspection, testing, and repair services of all mechanical devices compassed the fire suppression systems (e.g.: fire sprinklers, pre-action fire sprinklers, and dry agents), fire pumps, and kitchen hoods, including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, waterflow switches, standpipes, pre-action systems, backflow preventers, private fire service mains, pumps, test headers, and any other part and/or equipment considered to be part of the suppression system.

Issuing Department: ISD -FIMD

Contact Person: Jennyfer Calderon

Phone: 786-501-4634

Estimate Cost: \$2,500,000

GENERAL

FEDERAL

OTHER

Funding Source: X

ANALYSIS

Commodity Codes: 99042

Contract/Project History of previous purchases three (3) years

Check here if this is a new contract/purchase with no previous history.

EXISTING

2ND YEAR

3RD YEAR

Vendor:

National Fire Protection

Small Business Enterprise:

Bid Preference

Contract Value:

Total \$2,200,000

Comments:

Current contract allocation is for 3-years

Continued on another page (s): Yes No

RECOMMENDATIONS

Set-aside

Sub-contractor goal

Bid preference

Selection factor

SBE

Basis of recommendation:

Signed: Jennyfer Calderon

Date sent to SBD: 7/22/2022

Date returned to ISD/FIMD:

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for purchase inspection, testing, maintenance, certifications and repair services of fire suppression systems, pumps, and kitchen hoods as required in conjunction with the needs of Internal Services Department, Facilities and Infrastructure Management Division.

2.2 DEFINITIONS

A. After Hour Work:

The Awarded Bidder may be required to perform some work, inspections, and tests outside the hours of operation. Any scheduled work that is disruptive to the tenants (testing audible devices, etc.) shall be performed after the building occupant's normal working hours. The Awarded Bidder shall coordinate with the County in order to gain after-hours access to the building. After hour work shall be pre-approved by the County and shall be compensated by multiplying the hourly rate provided by time and half.

B. Emergency: Refers to a situation or occurrence of such a nature that develops due to system failure, system discharge, acts of nature, disruption of operation, any life-threatening situation for building occupants, or as so declared by Miami Dade County representatives.

C. Fire Suppression System: Refers to the system, individually designed to protect the interior of exterior or exterior of a specific building. Such system includes, but are not limited to fire sprinkler, pre-action, and dry agent systems, fire pumped and control panels, any halon or halon replacement systems including control panels and cylinders (including FM200 Systems), or any engineered clean/dry agent systems and any other components associated with equipment.

D. Hours of Operation/Working Hours: Refer to the time in which a facility is open to conduct business. The hours of operation may fall between 7:00 am to 7:00 pm, Monday through Friday, excluding County's legal holidays.

E. Inspection Reports: Refers to the report which outlines all points of the inspection, test, and/or maintenance performed using standard NFPA forms as contained in NFPA publication, (e.g.: Fire Protection Systems: Inspection, Test & Maintenance Manual or similar NFPA manual). The report shall include a detailed explanation of any deficiencies.

F. Legal Holidays: refers to the Miami-Dade County observed holidays, with the exception of facilities that have State Agencies and where the State Agencies are working during County-only observed holidays.

G. Modification: Refers to a relocation, modernization, or removal, of an existent system or any component of a system.

H. Pass thru basis: Bidders shall charge the County the same cost as charged by the supplier. A copy of the part receipt shall be submitted with the Bidder's invoice for payment. No payment shall be authorized without such receipt. The County reserves the right to acquire any part from a separate solicitation and supply the product to the Awarded Bidder for the application.

I. Sub-Contractor: Refers to a third-party individual or company hired by the Awarded Bidder under this solicitation to perform work or tasks assigned by the Awarded Bidder.

2.3 TERM

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by FUMD. The contract shall remain in effect for four (4) years and shall expire on the last day of the last month of the contract term.

2.4 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder in the aggregate, and who meets the requirement listed below. The Bidder and/or its subcontractor shall have been pre-qualified under **RTQ-00862 for Groups 1 and 2** by the time of the evaluation of the bid submittals are completed. In order to be considered for award, Bidders must submit an offer for all items listed in Section 4. If a Bidder fails to submit an offer for all items listed, its offer may be rejected.

A. Requirement

Bidders shall provide the name of the Project Manager and/or Supervisor, along with their contact information. The Supervisor shall be an individual in the organization who is knowledgeable and experienced in Fire Suppression Systems; and who will serve as the primary point of contact for the County. The Project Manager and/or Supervisor 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 operations.

Bidders shall submit the specified information listed above with their bid submittal form as proof of compliance to the requirement 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.

2.5 EXAMINATION OF SITE

However, it is highly recommended that Bidders visit the sites of the proposed work 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, as no additional allowances will be made because of lack of knowledge of these conditions. For the Bidder's convenience, site visits have been scheduled as follows:

Day 1

Meeting Location:
Meeting Time:
Location Address:

Day 2

Meeting Location:
Meeting Time:
Location Address:

Day 3

Meeting Location:
Meeting Time:
Location Address:

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter), please contact the Internal Services Department's ADA Office five (5) days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

2.6 SMALL BUSINESS CONTRACT MEASURES

This solicitation has been **SBE Bid Presence** as further identified in Section 1, Paragraph 1.45, of the General Terms and Conditions.

2.7 MIAMI-DADE COUNTY LIVING WAGES

If the total contract value, per year, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at www.miamidade.gov. A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/acpdfdoc/acpdf/pdffiles/AO3-30.pdf>.

2.8 PRICES

Bidders shall provide an all-inclusive price for the semi-annual, annual, and three-year or five-year inspection, testing, and certification for each system as applicable. The prices provided shall remain fixed and firm during the term of the contract. Prices provided by the Bidder shall include all travel time, labor, tools, equipment use, and any other element of cost and/or price to perform all services described within the solicitation. No additional allowance shall be granted for any equipment that is considered part of the fire suppression system.

2.9 SUB-CONTRACTING

The Awarded Bidder(s) will be permitted to sub-contract portions of the work. In addition to the terms and requirements set forth in Section 1.16, Bidders shall provide the contact person of the firm they wish to subcontract, as well as a copy of their firm's license/certificate with the bid submittal. The County department reserves the right to approve, disapprove, or dismiss any subcontractors. All sub-contractors performing work for the County shall be duly licensed prior to commencement of work.

The subcontractors are the responsibility of the bidder and not of the County. The Awarded Bidder(s) shall be fully responsible for the acts and omissions of the subcontractors and persons employed by them, as they are for acts and omissions of person(s) directly employed by them. Nothing contained in this bid solicitation shall be construed to create any contractual relationship between any sub-contractor and the County.

2.10 ADDITION, MODIFICATION, AND DELETION OF FACILITIES, SERVICES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that the County may at its option add, delete, and/or modify facilities, and/or services to the contract.

A. Additional Facilities

If additional facilities need to be added to the contract, a price quotes shall be obtained from the Awarded Bidder. If the County determines that the prices submitted by the Awarded Bidder is not competitive, the County reserves the right to acquire the services through a separate solicitation.

B. Deletion

Facilities may be deleted when services are no longer required during the contract period; upon written notice to the Successful Bidder.

2.11 IDENTIFICATION, FACILITY ACCESS, AND RESTRICTIONS**A. Identification**

All employees of the Awarded Bidder must carry a valid government issued photo identification at all times. All personnel shall wear either a uniform or a company photo ID clearly displaying the Bidder's company name. Non-identify personnel will not be permitted.

B. Facility Access & Restrictions

The Awarded Bidder's personnel shall sign the Security Log at each facility upon arrival and prior to leaving any facility identified in this solicitation. An authorized County representative shall provide access to each facility. The Awarded Bidder's personnel are forbidden to access restricted areas within the facility unless authorization has been granted by the County. For security reasons, the Awarded Bidder may be escorted by the County in some restricted areas and will remain present during the services. In addition, some facilities may require the Bidder to provide background checks for its staff.

C. Unauthorized Work and Person

The Awarded Bidder's personnel are not to be accompanied in the work area by any person who is not authorized by the County (e.g.: acquaintances, and/ or family members). The Awarded Bidder nor its subcontractor shall not perform any work other than the work that is defined herein, unless prior authorization is granted by the County. The County will not pay for any unauthorized work.

D. Background Check

Some facilities may require that the Bidder's personnel undergo a nationwide law enforcement/police background check prior to be assigned to work at these facilities. In that event, personnel shall not be assigned to work at any of these County Facilities if she/he has had any Felony, Sexual or Domestic Violence conviction within the past 10 years. The Bidder shall bear all cost of such screening upon request. The Awarded Bidder shall provide, to the County, a copy of each employee's background check. Awarded Bidder personnel shall not be allowed to performed services without clearance. Background checks may be obtained from the Miami-Dade Police Department (MDPD), Central Records Bureau, located within the Fred Taylor Building at 9105 NW 25 Street/Doral FL. For moming information, please call 305-471-3220.

2.13 WARRANTY

In addition to Section 1.7 and 1.8 of the General Terms and Conditions:

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor and materials by the County. This warranty requirement shall remain in force for the full one (1) year period; 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 and services received from the bidder does not constitute a waiver of these warranty provisions.

1. The "Warranty Period" shall commence from the date of acceptance. If applicable, the Awarded Bidder shall (a) obtain written warranties for the benefit of the County from the manufacturer; and (b) register part with the manufacturer after the date of acceptance, if applicable.

B. Correcting Defective Workmanship or Misapplication

The Awarded Bidder shall correct any faults related to defective workmanship or misapplication of any equipment, related components, or parts, at no additional cost to the County, within five (5) business days after notification by a County.

C. Correcting Deficiencies

All work shall be subject to the inspection and approval of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County within five (5) calendar days after the County notifies the bidder of such deficiency in writing.

2.14 PERFORMANCE FAILURE

If the Bidder fails to perform in accordance with the terms and conditions of the contract; honor the any warranty; correct and/or repair a defected work or deficiency during the period specified; and/or fails to comply with any of these services required under this solicitation, the County may, at its discretion, place the Awarded Bidder in a probation or place the Awarded Bidder in default of its contract.

If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder or to procure the services through a separate solicitation and charge the Awarded Bidder for any additional costs that are incurred by the County for the services, either through a credit memorandum or through invoicing.

SECTION 3 - SCOPE OF WORK

3.1 SCOPE

Services under this solicitation includes, but are not limited to, the performance inspection, testing, and repair services of all mechanical devices compassed the fire suppression systems (e.g.: fire sprinklers, pre-action fire sprinklers, and dry agents), fire pumps, and kitchen hoods, including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, waterflow switches, standpipes, pre-action systems, backflow preventers, private fire service mains, pumps, test headers, and any other part and/or equipment considered to be part of the suppression system.

The services performed by the Awarded Bidder shall meet all Federal, State and Local Fire codes and regulations, as well as the standard guideline set by the Adopted Edition of the National Fire Protection Association standard (NFPA), the Florida Fire Prevention Code, the manufacturer's specification, and by the Occupational Safety and Health Administration (OSHA). At minimum, the Awarded Bidder shall conduct the following tasks for each inspection require per type of systems listed below:

	System Name	Semi Annual	Annual	Other
(A)	Fire Sprinkler	<ul style="list-style-type: none"> • Test sprinkler control valve operation • Test Vane-type and pressure switch-type waterflow devices • Test supervisory tamper alarms 	<ul style="list-style-type: none"> • Inspect hangers, piping & bracing • Main drain test • Inspect sprinklers • Fully operate valves • Physical spring-test PIV/WPIV valves • Inspect spare sprinklers • Inspect hydraulic design info sign 	Five (5) Years Testing: <ul style="list-style-type: none"> • Obstruction investigation • Replace/test gauges and extra-high temperature heads
(B)	Pre-Action Fire Sprinkler	<ul style="list-style-type: none"> • Maintenance & testing of detection system 	<ul style="list-style-type: none"> • Full flow test • Maintenance & testing of detection system 	Three (3) Years Testing: <ul style="list-style-type: none"> • Pre-action systems tested once every for any air leakage • Additional maintenance as required by the manufacturer's instructions
(C)	Dry Agent		<ul style="list-style-type: none"> • Partial trip test valve • Inspect interior of valve 	Three (3) Years Testing: <ul style="list-style-type: none"> • Full flow trip test • Inspect dry pipe strainers & filters • Test for gas leakage • Flushing Investigation after
(D)	Kitchen Hood	<ul style="list-style-type: none"> • Inspect & test all components per manufacturer's requirements. 	<ul style="list-style-type: none"> • Inspect/clean fixed temperature-sensing elements • Examine, clean, or replace bulb-type sprinklers and fusible links (other than metal alloy type) 	
(E)	Fire Pump		<ul style="list-style-type: none"> • Full-flow pump performance test • Preventive pump maintenance 	

3.2 SERVICE AND LOCATIONS

The list name the facility to be serviced, the address, the estimated square footage per facility, as well as the number/quantity of system install per system type to be serviced are provided on Attachment No 1 (enclosed).

3.3 SCHEDULING AND REPORTING PROCEDURES

The Awarded Bidder shall coordinate all inspection with the facility/building management office. Any change of schedule shall be communicated promptly and provide the alternated date. Preform inspection and testing to the fire suppression systems as listed in Section 3.1. Damages to the sprinkler system caused by the Awarded Bidder's negligence or malfeasance shall be repaired at no cost to the County.

A. Reporting/Written Records

Within 24 hours after completing the inspection and testing, the Awarded Bidder shall furnish a written record to the Ordering Official and Authority Having Jurisdiction that includes the following:

1. Test results of all components and systems serviced
2. Provide estimates for complex repairs.
3. Provide minor repairs when requested by the County.
4. Tag each inspected, repaired and/or maintained system.
5. Complete and provide to the County the inspection reports for each inspection performed. Failure to provide the report shall constitute non-performance.

6. Supply the County with a Certificate of Inspection for each facility.

B. Invoicing

In addition to the terms listed in Section 1.36, title Invoices, the Awarded Bidder shall provide a copy of the inspection report with their invoice for payment.

3.4 WATER SAMPLING

If during any inspection is determined that water sampling is required, the cost of the laboratory services shall be paid on a cost “pass-thru” basis.

3.5 REPAIR SERVICES

A. Repairs/Modernization

Bidders shall provide in **an hourly rate** for repairs on as needed basis during working hours. The hourly rate submitted by the Bidder shall be deemed to provide full compensation for travel time, labor, tools, equipment use, and any other element of cost and/or price.

The Awarded Bidder shall start the work within 48 hours from the time the approval from the County is received. The Bidder is not to start any work without written authorization from the County. The Awarded Bidder shall invoice the County the hourly rate from the time of signing in to the facility and to the time of signing out.

If repairs be required, the Awarded Bidder shall provide to the County the plan of action within three (3) working days of the visit, to include the estimated hours, number of individuals, and replacement part and/or materials list for approval. If the County determines that the quote submitted by the Awarded Bidder is not competitive, the County reserves the right to acquire the services through a separate solicitation.

B. Minor Repairs

If a minor repair be required, Awarded Bidder shall not be required to provide a written proposal. For minor repairs within the meaning of this solicitation shall include the replacement of parts, materials, and labor not exceeding \$250.00.

C. Emergency Repair

The Awarded Bidder shall be available 24 hours, seven (7) days a week for emergency service. Bidders shall provide in an hourly rate for emergency repairs on as needed basis, no matter if the emergency work is required during or after working hours.

If the County deems a repair as emergency, the Awarded Bidder shall arrive to the facility within two (2) hours of the notification to access the deficiency(ies). At the discretion of the County, this response time may be increased up to one (1) calendar day. The notification may be in writing via email, text, or fax, and/or verbal request by the County.

The Awarded Bidder shall complete any repair associated with the emergency with 24 hours thereafter. If the repair cannot be conducted during the time allowed through this provision due to the parts and/or materials are not available, the Awarded Bidder shall provide immediately the County a timeline; and shall make all efforts available to obtain such parts and/or material as soon as possible.

1. The Awarded Bidder shall label the invoice as “Emergency Service”; include the name of the facility; and the date and time of notification.

3.6 PARTS AND MATERIALS

The cost of the parts and/or materials shall be paid on a cost “pass-thru” basis. If the receipt for part(s) replaced is not available due to that the Awarded Bidder utilized material off their truck, the Awarded Bidder shall provide, with their invoice, the part number and unit price as listed on the supplier’s catalog.

3.7 HAZARDOUS CONDITIONS

The Awarded Bidder shall notify the County immediately of any recognized safety hazardous condition requiring immediate attention, and provide within 24 hours recommended corrective action. The Awarded Bidder shall be compensated for **hourly rate** provided in for Emergency Repair Services. The Awarded Bidder shall follow the emergency repair protocol under hazardous conditions.

3.8 BOOM LIFT

Shall the rental of a boom lift be required for the performance of any service listed, the cost of the rental shall be paid on a cost “pass-thru” basis.

3.9 UNAUTHORIZED WORK

The Awarded Bidder nor its subcontractor shall perform any work other than the work that is defined herein, unless prior authorization is granted by the County. The County will not be paid for any unauthorized work.

3.10 OTHER REQUIREMENTS

The Awarded Bidder shall provide to the County the following:

- A. Two (2) original copies of the NFPA 25 (current edition).
- B. The product data for fire suppression system components provided under this Contract.
- C. A record of all repairs they have made to an individual suppression system. All records must be maintained at the Awarded Bidder for a minimum period of five (5) years.