

**DEPARTMENTAL INPUT
CONTRACT MEASURE ANALYSIS AND RECOMMENDATION**

PREVIOUS CONTRACT	<input checked="" type="checkbox"/> NEW / REPLACEMENT CONTRACT	OPTION TO RENEW	CO	SOLE SOURCE
	BID WAIVER	EMERGENCY	RE-BID	ACCESS OTHER ENTITY
NEW REQ/CONTRACT NO. RQID2100779 EVN0001075	CONTRACT TITLE: Fire Apparatus Pump Testing	ESTIMATED VALUE: \$55,000	TERM: One-Year	LIVING WAGE APPLIES: __ YES __ NO
DESCRIPTION: Fire apparatus pump testing, inspections, and certifications				
USER DEPARTMENT: MDFR		FUNDING SOURCE: Fire District Funds		
ISSUING DEPT: Strategic Procurement		CONTACT: Debra Butler	PHONE: 305-375-3833	

ANALYSIS

COMMODITY / SERVICE NO.: 99042	TRADE / COMMODITY / SERVICE OPPORTUNITIES		
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Contract/Project History of Previous Purchases, Previous 3 – 5 Years</p> <p>Check here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History</p> </div>			
	EXISTING	2 ND YEAR	3 RD YEAR
Current 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:

Signed: *Debra Butler*

Date to SBD: 06/20/2023

Date Returned to DPM:

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a service contract for inspection, testing, certification and/or associated record keeping services of fire apparatus pumps and corresponding equipment for Miami-Dade County (County). The resultant contract will ensure that Fire Apparatus equipment utilized by the County will have proper qualifications to comply with the recommended American Society for Nondestructive Testing (ASNT), National Fire Protection Association (NFPA) Standards, Occupational Safety and Health Administration (OSHA), and Manufacturers' Recommendations.

2.2 DEFINITIONS

- A. American Society for Nondestructive Testing (ASNT)** - A professional organization that is devoted to promoting knowledge of nondestructive testing.
- B. Emergency Vehicle Technician (EVT) Certification** - a nonprofit corporation dedicated to improving the quality of emergency vehicle service and repair throughout the United States and Canada by means of a certification program that will provide technicians recognition for the education, training, and experience they have in the service and repair of emergency vehicles.
- C. National Fire Protection Association (NFPA)** - a United States trade association, albeit with some international members, that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments.
- D. Nondestructive Testing (NDT) Certification** - In order to determine competency, this certification has been devised to ensure that NOT personnel have the proper training, have passed written and practical examinations, and have enough experience to properly perform NOT tasks using the applicable test method or technique. Personnel that have met all three of these requirements are said to be "qualified," and once qualified they can be certified, which is defined in several different ways under the various NOT systems.
- E. Occupational Safety and Health Administration (OSHA)**- an agency of the United States Department of Labor that assures safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education, and assistance.

2.3 TERM OF CONTRACT

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 the County. The Contract shall expire on the last day of the sixtieth month.

2.4 METHOD OF AWARD

Award shall be made to the lowest priced responsive, responsible bidder in the aggregate. To be considered for award, the bidder shall offer prices for all items. If a bidder fails to submit an offer for any item its offer may be rejected. The County will award the bidder whose offer represents the lowest grand total and who meets the qualification criteria as listed below.

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default. If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.5 QUALIFICATION CRITERIA

Bidders must meet the following requirements to be considered for award:

2.5.1 Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing inspection, testing, certification and/or associated record keeping services of fire apparatus pumps and corresponding equipment services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) ***different*** references from Metropolitan Fire Department customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing goods and/or services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the goods/services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.

2.5.2 Bidder(s) shall assign a competent licensed/certified company representative(s) whom is cognizant of industry standards and is authorized to discuss matters pertaining to the contracted services in order to provide the County with support and information. Bidder(s) are required to provide their designated company representative(s) name, office address, phone number, and e-mail address (Section 4: Company Representative Information).

2.5.3 Bidder(s) or bidder's subcontractor must have a minimum of one certified technician per NFPA. Requirements. Bidder(s) shall submit at least one of the following certificates as proof of compliance.

- NFPA 1071 - Level II or III EVT Certification (or)
- NFPA 1911 - ISO/ IEC 17020 Accreditation

All licenses, certificates and qualifications shall remain current during the contract period. Should personnel be replaced during the contract period; the new personnel must meet the same qualifications and credentials as those identified in this section.

Bidder(s) are required to submit with their bid submittal all the specified information, documents and attachments as proof of compliance with the minimum requirements; however, Miami-Dade County may, at its sole discretion, allow the Bidder(s) to complete or supplement the information / documents during the bid evaluation period.

2.6 PRICES

The Bidder's pricing shall be firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the Awarded Bidder may submit a formal written request for a pricing adjustment. The request shall include a brief explanation, any relevant supporting documentation, and be sent to the Procurement Contracting Officer via email. The County will consider each request and evaluate based on the United States Department of Labor, Bureau of Labor Statistics: **Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items, Miami-Fort Lauderdale, FL area.**

The County reserves the right to negotiate and/or reject any price adjustment submitted by the Awarded Bidder and may also request a reduction in pricing based on the downward movement of the applicable index. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices. The Bidder's pricing shall be fully inclusive of the Bidder's overhead, profit, travel, and miscellaneous expenses. No additional costs will be accepted by the County.

2.7 METHOD OF PAYMENT

In addition to the terms and conditions stated in Section 1.2.H. Prompt Payment Terms and 1.35 Invoices; No invoices shall be approved for payment unless the County has received all required reports listed in Section 3.3 - Final Test Documentation.

2.8 ADDITIONAL SERVICES

The Awarded Bidder under this contract shall be invited to submit price quotes for additional services if and as needed. If these quotes are determined to be fair and reasonable, then the additional services will be awarded to the current Awarded Bidder. The County may obtain price quotes for the additional services from other bidders in the event that fair and reasonable pricing is not obtained from the current Awarded Bidder, or for other reasons at the County's discretion.

2.9 OMISSIONS FROM THE SPECIFICATIONS

The apparent silence regarding any details or omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have all equipment in operating condition, in accordance with the recommended ASNT, NFPA Standards, OSHA, and Manufacturers' Recommendations. Only the best industrial prices are to prevail, and only materials and professional workmanship of the highest quality are to be used. All interpretation of these specifications shall be made upon the basis of this understanding.

2.10 INSURANCE (placeholder/pending RISK)

The following supersedes the insurance requirements of Section 1, Paragraph 1.22A: The Bidder shall furnish to the Strategic Procurement Department, 111 N.W. 1st Street, Suite 1300, Miami FL 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 General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall provide the County with inspection, testing, certification and/or associated record keeping services of fire apparatus pumps and corresponding equipment to ensure that all fire rescue equipment utilized by the County comply with the recommended American Society for Nondestructive Testing (ASNT), National Fire Protection Association (NFPA) Standards, Occupational Safety and Health Administration (OSHA), and manufacturers' recommendations.

3.2 GOODS/SERVICES TO BE PROVIDED

The Awarded Bidder shall provide all Fire Apparatus Pump Services requested as set forth by the NFPA that are pertinent to fire apparatus pump testing such as, but not limited to:

- NFPA 1901: Standard for Automotive Fire Apparatus
- NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus
- NFPA 414: Standard for Aircraft Rescue and Fire-Fighting Vehicles

The Awarded Bidder shall, at a minimum, perform all fire apparatus services following all NFPA standards, as well as the following:

1. Provide all pertinent equipment necessary to inspect, test and/or repair fire apparatus pumps.
2. Test minimum of six (6) units per day.
3. Test and calibrate gauges twenty-four (24) hours prior to apparatus pump testing.
4. Check that pump transmission engages and that the engine transmission is in the proper gear.
5. If the engine that drives the pump also drives a fixed power source, that engine needs to be able to power the fixed power source at a minimum of 50 percent of its rated capacity while the pump is operating at rated capacity. Older fire apparatus might or might not have the engine horsepower to run both simultaneously. When the same engine drives both the pump and the fixed power source, the capability to run both should be examined so the County will know the capability of the apparatus.
6. Check packings for leakage and correct as needed.
7. Check all discharges for leakage (under pressure).
8. Check for leaks in all valves, drains, pipes, and fittings.
9. Check that all intake strainers are present and in proper condition.
10. Check that pump transfer valve is functional.
11. Determine if the pressure relief control system is functioning properly.
12. Check pump transmission oil and primer oil level.
13. Check if all pressure gauges are displaying within 10 PSI of actual pressure.
14. Check primer operation with a dry vacuum test.
15. Supply and provide the County with a "Pump Test Worksheet" which will list any out of service equipment or suspected malfunctions that are detected.
16. While the inspection and testing services are in progress, notify the County of any fire apparatus pump failing standard requirements to determine whether to repair, re-test, or remove from service.

3.3 **FINAL TEST DOCUMENTATION**

The Awarded Bidder shall provide at a minimum:

1. Implement, provide, and maintain all records and reports resulting from the testing, inspection and/or certification of fire equipment and shall provide said documentation to the County upon request. Documentation shall be provided in a Data File Program such as Microsoft Excel or Equivalent Microsoft Compatible File. Should an Equivalent Microsoft Compatible File be used, the Awarded Bidder must obtain approval by the County prior to any commencement of service.
2. An electronic "Completion of Test Report/Certificate of Inspection" shall be provided to the County within twenty-four (24) hours upon testing and inspection service completion. This report shall indicate, but not be limited to the following:
 - Listed determination of "Pass" or "Fail" of equipment.
 - Make/Model/Year of Equipment
 - Equipment Serial No.
 - Assigned Miami-Dade County Equipment/Asset Number
 - Date of inspection/test (Month, Date, and Year)
 - Condition of the equipment
 - Service test pressure
 - Diameter (Where Applicable)
 - Length (Where Applicable)
 - Recommended minor/major repairs necessary during the term of the contract.
 - Itemize any replacement parts required for the repairs and indicate unit prices. Any repairs and replacement of parts shall require approval of the department prior to proceeding with the work.
 - List recommendations addressing irregularities observed that may or may not be addressed in the pertinent NFPA standard but are believed to violate industry standards or compromised safe operating practices.

3.4 **OMISSIONS FROM THE SPECIFICATIONS**

The apparent silence regarding any detail's omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have all equipment in operating condition, in accordance with the recommended ASNT, NFPA Standards, OSHA, and Manufacturers' Recommendations. Only the best industrial prices are to prevail, and only materials and professional workmanship of the highest quality are to be used. All interpretations of these specifications shall be made upon the basis of this understanding.

3.5 **COMPLIANCE AND REGULATIONS**

A. Standards:

All bidders performing under this contract shall conform to the most current edition of applicable fire NFPA standards, State and County regulations. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Awarded Bidder.

B. Protection of Property:

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage, and/or service interruptions at all times by the Awarded Bidder during the term of this contract. The Awarded Bidder shall be held responsible for repairing or replacing property to the satisfaction of the County should it be damaged during service.

3.6 SUBCONTRACTING

The Awarded Bidder shall be permitted to subcontract under this solicitation. The subcontractors are the responsibility of the Awarded Bidder and not the County. All subcontractors performing work for the County shall be licensed prior to commencement of any work during the contract period. The Awarded Bidder shall be fully responsible to the County for acts and omissions of the subcontractors and persons employed by them, as they are for acts and omissions of persons directly employed by them. Any work or service to be performed by a subcontractor must have the prior approval of the County. The County reserves the right to approve, disapprove or dismiss any subcontractors. Rejection of any subcontractor shall not entitle the successful bidder adjustment of bid prices. The Awarded Bidder shall inform the County prior to scheduling any subcontractor's visit to any County facility. Failure by the Awarded Bidder to have a subcontractor approved by Miami Dade County will not relieve the bidder of the responsibility to meet, comply with, and fulfill all the terms and conditions of this contract. Nothing contained in this bid solicitation shall be construed to create any contractual relationship between any subcontractor and the County.

3.7 LIMITATION OF OPERATIONS

No work shall be done between the hours of 6:00 P.M. and 6:00 A.M except when such work is necessary for the proper care and protection of the services already performed, and when permission to do such work is secured from the County designee, project manager and/or representative.

3.8 NOTIFICATION PRIOR TO COMMENCEMENT OF WORK

The County shall give a minimum lead time of ten (10) business days to the Awarded Bidder prior to the desired starting date for any specific assignment; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract. When possible, longer lead times will be given.

3.9 MIAMI-DADE COUNTY RESPONSIBILITIES

The County shall ensure the service location where work is to be performed will include a water source, if needed. Additionally, the County shall disclose to the Awarded Bidder any known defects or possible hazards which may affect the work being completed.

3.10 SERVICE LOCATIONS

All services under the resultant contract shall be completed at the provided site addresses unless otherwise indicated:

Miami-Dade County Fire Rescue Department
North Fire Shop
8141 NW 80th Street
Miami, FL

-AND/OR-

Miami-Dade County Fire Rescue Department
South Fire Shop
6000 SW 87th Avenue
Miami, FL

**SECTION 4
BID SUBMITTAL REQUIRED CRITERIA**

TO BE COMPLETED BY ALL BIDDERS

Refer to Paragraph 2.5 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.

Bidder Requirements

Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing inspection, testing, certification and/or associated record keeping services of fire apparatus pumps and corresponding equipment services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) different references from Metropolitan Fire Department customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing goods and/or services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/Subcontractor/Bidder's key personnel has successfully provided the goods/services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.

Reference Company Name No. 1:

Is reference for the Bidder, Subcontractor, or key personnel:

If **Subcontractor**, then identify the name of the Subcontractor:

If **key personnel**, then identify the name of the key personnel:

and make sure that company key personnel worked for is listed above as "Reference Company 1."

Contact's name: _____ Title: _____

Address: _____

Phone Number: _____ Email: _____

Reference Company Name No. 2:

Is reference for the Bidder, Subcontractor, or key personnel:

If **Subcontractor**, then identify the name of the Subcontractor:

If **key personnel**, then identify the name of the key personnel:

and make sure that company key personnel worked for is listed above as "Reference Company 2."

Contact's name: _____ Title: _____

Address: _____

Phone Number: _____ Email: _____

Reference
Section
2.5.1

Reference Section 2.5.2	<p>Bidder(s) shall assign a competent licensed/certified company representative(s) whom is cognizant of industry standards and is authorized to discuss matters pertaining to the contracted services in order to provide the County with support and information. Bidder(s) are required to provide their designated company representative(s) name, office address, phone number, and e-mail address (Section 4: Company Representative Information).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Office Address:</td> <td></td> </tr> <tr> <td>Phone Number:</td> <td></td> </tr> <tr> <td>E-Mail Address:</td> <td></td> </tr> </table>	Name:		Title:		Office Address:		Phone Number:		E-Mail Address:		<input type="checkbox"/>
Name:												
Title:												
Office Address:												
Phone Number:												
E-Mail Address:												

Reference Section 2.5.3	<p>Bidder(s) or bidder's subcontractor must have a minimum of one certified technician per NFPA. Requirements. Bidder(s) shall submit at least one of the following certificates as proof of compliance.</p> <ul style="list-style-type: none"> • NFPA 1071 - Level II or III EVT Certification (or) • NFPA 1911 - ISO/ IEC 17020 Accreditation 	<input type="checkbox"/>
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**SECTION 4
BID SUBMITTAL PRICING**

Item	Annual Estimated Quantity	Unit Of Measure	Description of Service	Cost Per Unit
1.	120	Each	Fire Apparatus Pump Inspection, Testing, and Certification Services	\$ _____

MARKET RESEARCH

Contract No.: EVN0001075	Recommendation: <input type="checkbox"/> Exercise OTR <input type="checkbox"/> Non-Competitive Contract <input checked="" type="checkbox"/> Solicit Competition
Title: Fire Apparatus Pump Testing Services	
Procurement Contracting Officer: Debra Butler	

Background

FB-00583, *Services for Various Specialized Fire Equipment*, is a County issued contract utilized by the Fire Rescue department to procure various mandated testing and related services for their fleet of fire rescue vehicles and equipment. The contract was awarded on 06/07/2018 by group, to the lowest bidder, for \$150,000 with an initial 1-year term and five (5) 1-year option to renew terms of \$150,000 each for a total contract value of \$900,000. The contract became effective on 7/1/2018. The contract is currently in its fourth renewal term, which is scheduled to expire on 6/30/2023. Fire Rescue has requested the fifth and final renewal term be executed, which will be effective 7/1/2023 – 6/30/2024. FB-00583, was structured into four groups.

Group 1: Fire House Testing Services: NFPA 1961: Standard on Fire Hose; NFPA 1962: Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances; and NFPA 1963: Standard for Fire Hose Connections. FireCatt, is the awarded vendor.

Group 2: Fire Apparatus Pump Testing Services: NFPA 1901: Standard for Automotive Fire Apparatus; NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus; and NFPA 414: Standard for Aircraft Rescue and Fire-Fighting Vehicles. This group was not initially awarded, and the department has utilized other methods to procure this service over the past five years and has recently requested a new solicitation be advertised to competitively award this group.

Group 3: Ground Ladder Testing Services: NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and NFPA 1932: Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders (2010). This is a pool group and both FireCatt and UL are prequalified vendors.

Group 4: Aerial Device Testing Services: NFPA 1914: Standard for Testing Fire Department Aerial Devices. This is a pool group, and UL is the only prequalified vendor.

The County conforms and complies to all applicable standards established by the National Fire Protection Association (NFPA), State Fire Marshal, Florida Fire Prevention, American Society of Nondestructive Testing (ASNT), Occupational Safety and Health Administration (OSHA) and all Manufacturer's guidelines and recommendations. Fire Rescue utilizes the contract for the following services which are inclusive of labor, transportation, materials, equipment, inspection, testing and certification of various specialized fire rescue equipment.

Research

Initial research began with a review of the original solicitation, tally, and award memo to get a full understanding of the current scope of services, technical requirements, and vendor pricing. Additional research included contacting the end user and awarded vendors to gauge the current market conditions and get their feedback on the performance of the current contract.

It should be noted that there have been previous attempts to award Group 2, but none have been successful to date. Procurement staff advertised a solicitation (FB-00583-S1) for services and didn't get any bid responses. Staff follow-up with vendors revealed varying explanations as to why vendors did not respond, citing issues with BidSync; they weren't aware of the solicitation; or not enough time to respond to the solicitation. Others simply stated they couldn't provide the services, so they didn't respond. There was also an attempt to establish a bid waiver with UL, LLC, but the agreement stalled during negotiations and was never awarded.

Recommendation:

Based on the above and information gathered from the client department, incumbent vendors, and from researching the market it is determined to be in the best interest of Miami-Dade County to advertise a solicitation for fire apparatus pump testing services to accommodate the highly specialized departmental needs for Fire Rescue vehicles and equipment. The resultant contract will have a one-year term.

Procurement Contracting Officer: Debra Butler

Date: 06/20/2023