

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. FB-00055

Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: FB-00948   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Inspection, Repair and Installation of Various Gas Systems

**Description:**

The purpose of this solicitation is to establish a contract for the purchase of inspection and repair services to liquefied petroleum gas (LPG) and natural gas (NG) systems installed at several housing developments and additional repairs/installation of gas water heaters, gas ranges and gas space heaters for the Miami-Dade Public Housing and Community Development Department (PHCD).

Issuing Department: PHCD   
 Contact Person: Martha Garofolo   
 Phone: 305-375-4265

Estimate Cost: \$420,000 for five year term

Funding Source:   
 GENERAL    
 FEDERAL X   
 OTHER

### ANALYSIS

**Commodity Codes:**

405-13 - Gas, Natural (incl. Compressed Natural Gas (cng))

962-50 - Leak Detection Services: Gas, Water, Chemical

405-13   
 962-50   
    

Contract/Project History of previous purchases three (3) years  
 Check here  if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			

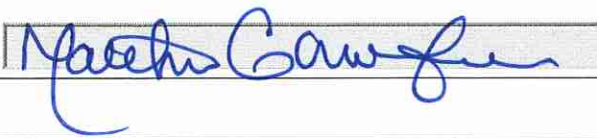


Comments:

Continued on another page (s):   
 YES   
 NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>				

Basis of Recommendation:

Signed: 	Date sent to SBD: 
	Date returned to SPD: 

Rev. 072518

**SECTION 2 - SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of inspection and repair services to liquefied petroleum gas (LPG) and natural gas (NG) systems installed at several housing developments and additional repairs/installation of gas water heaters, gas ranges and gas space heaters for the Miami-Dade Public Housing and Community Development Department (PHCD).

**2.2 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 Notice of Award Letter distributed by the County's Department of Internal Services, Procurement Management Division and contingent upon the completion and submittal of all required bid documents. The contract term is for five (5) years and the contract shall expire on the last day of the last month of the contract term.

**2.3 PRICE ADJUSTMENT**

The initial contract prices resultant from this Solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to completion of each one year period of the contract, the County may consider an adjustment to price effective the next contract year based on changes in the following pricing index: Bureau of Labor Statistics, Consumer Price Index (CPI-U), All Urban Consumers, All Items, Miami-Fort Lauderdale area

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted 90 days prior to expiration of the then current contract year. The adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to maintain the then current pricing. Any adjustment request received after the annual contract anniversary date will only be considered for the following contract year. The County reserves the right to reject any price adjustments submitted.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

**2.4 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer it is advisable that the vendor attend the scheduled site visit 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. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

The location and time for the examination of the sites is as follows:

**Date:**

Location No. (1) 2101 N.W. 52 Street      Time: 10:30 A.M.

Location No. (2) 6017 N.W. 20 Avenue      Time: 10:30 A.M.

**2.5 METHOD OF AWARD**

Award of this contract will be made to one (1) responsive, responsible bidder whose offers represent the lowest price for Group (1) Annual Inspections and Group (2) Repairs and Installation in the aggregate. If a vendor fails to submit an offer on all items within a group, its overall offer may be rejected. To determine the low bidder the flat fee for the "Annual inspections (Group 1)" for all sites will be added to the annual price for "Repairs and Installation (Group 2)" which will be calculated by multiplying the estimated annual hours by the hourly rates, and then totaling the resultant amount for all items in the aggregate.

**MINIMUM REQUIREMENTS**

Bidders are required to include a copy of the certificate and license listed below with their bid submission. The County will only accept certificates and licenses that are current and verifiable.

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), the bidder must hold a valid, current, and active:

- 1) Certificate of Competency for Liquefied Petroleum Gas
- 2) Gas Fitters License or Plumbers License for Natural Gas work

Link for Code of Miami-Dade County, Florida, Section 10-3 (B) for reference:

[https://library.municode.com/fl/miami\\_dade\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH10\\_CO\\_ARTIINGE\\_S10-3CECOREDOBU](https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH10_CO_ARTIINGE_S10-3CECOREDOBU)

License shall be issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work will be performed by a subcontractor(s), an applicable Certificate of Competency and license as referenced above issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

- 3) Must submit a completed (PHCD) Section 3 Economic Opportunity and Affirmative Marketing Plan.

**(PHCD) SPECIAL NOTICE (SECTION 3) ATTACHMENT 4**

This contract is a Section 3 covered (PHCD) activity. Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with their bid submittal refer to (Attachment 4). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

**PHCD USHUD FORMS REQUIRED ATTACHMENT 5 AND 6**

- 1) HUD Instructions to bidders Non-Construction (Form HUD 5369-B) this provision is designed to provide information to prospective contractors about the solicitation state of the procurements process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD 5369-B contains provisions to be included in all solicitations for non-construction work.
- 2) Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C) Form 5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 2 CFR part 200, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.
- 3) General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370C). This form is applicable to any contract agreement entered into between Miami-Dade County as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses.

During the evaluation period, the County may at its sole discretion and in its best interest not award line item(s).

**2.6 INSURANCE PENDING INFORMATION FROM RISK FOR REPLACEMENT 8/28/18**

This insurance outlined below supersedes the insurance requirements in Section 1, paragraph 1.21 of the terms and conditions. The Contractor shall furnish to Miami-Dade County Internal Services Department, Strategic Procurement Division, and 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 in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Insurance shall include coverage for Explosion Collapse and Underground Hazards. **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.

All other insurance conditions in Section 1, paragraph 1.21 apply to this bid.

**2.7 ACCIDENT PREVENTION AND BARRICADES**

Precaution shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor

when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.8 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager. In the event the vendor fails to clean up, the County shall procure clean up services from another vendor and charge the contract vendor for the amount of this service.

**2.9 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the goods, services, and/or equipment 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 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

**(A) PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded will be used by (PHCD). As a Federally-funded department, certain clauses within this solicitation do not apply to that Department's allocation:

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

**(B) PHCD Minimum Wages Based on the Davis Bacon Act (When in part or in whole Federal Funds are Utilized).**

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Bidder(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary. The above agreement shall be used only when federal funds are utilized for specific project in excess of \$2,000.00.

**2.10 ADDITIONAL FACILITIES / DELETION OF FACILITIES**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract the primary vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the primary vendor. The County may determine to obtain price quotes for the additional facilities from other vendors.

It is hereby agreed and understood that the County may delete service for any facility(ies) when such service is no longer required during the contract period.

**2.11 NOTIFICATION PRIOR TO COMMENCEMENT OF WORK / WORK ACCEPTANCE**

The County will give a minimum lead time of two (2) calendar days to the vendor 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. Each work assignment will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. The Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

**2.12 WARRANTY SHALL BE NINETY (90) CALENDAR DAYS**

**(A) Type of Warranty Coverage Required**

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

**(B) Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within two calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.13 HOURLY RATE**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time (including emergency after-hours response), and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

**2.14 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.15 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

DRAFT



### **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE**

The work under this contract shall include the annual inspection; and the furnishing of all labor, materials, equipment, tools, transportation, and incidentals necessary to correct deficiencies in the liquefied petroleum gas (LPG) and the natural gas (NG) distribution systems; as required for regulating the transportation of LPG, NG and other gases by pipeline, Part 192, Title 49 of the Code of Federal regulations (CFR), 192.605 current as of August 24, 2018 for public housing projects located in Miami Dade County. If you require further information regarding the above regulations, visit the following website, Electronic Code of Federal Regulations e-CFR.

Website link:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=acca5ae98054b3a3a8a4f13ebbadd1bc;rgn=div5;view=text;node=49%3A3.1.1.1.8;idno=49;c=ecfr>

#### **3.2 GROUP (1) ANNUAL INSPECTION**

This work shall include, but not be limited to the following:

- 1) (192.195) Protection against accidental over pressuring.
- 2) (192.465) Inspect for external corrosion to determine whether the system meets one or more of the criteria in Appendix A, Part 192 of the CFR.
- 3) (192.723) perform the necessary leak surveys as required.
- 4) (192-481) perform testing for atmospheric corrosion, cathodic protection and odorizing as directed by the County's authorized representative.
- 5) Inspection of all existing gas appliances to verify safety and compliance with CFR. Perform drop test of existing gas lines, turn on gas and re-inspect equipment operation.
- 6) Inspection of locations and premises listed in Section 4, Group (1), will be conducted once per year, prior to December 31, in accordance with the regulations of the Public Safety Commission.
- 7) Inspections results must be submitted annually per site, the inspection results shall be submitted 48 hours after the inspection in accordance with State and Local regulations.

#### **3.3 GROUP (2) REPAIR AND INSTALLATION**

A) Repairs/installation of gas water heaters, gas ranges and gas space heaters for Public Housing projects located in Miami Dade County.

This work shall include, but not be limited, to the following:

- 1) Perform troubleshooting and analysis of existing gas appliances.
- 2) Replacing faulty gas controls, pilots and pilot lines, burners, connectors and valves.
- 3) Cleaning clogged pilot lines and burners.
- 4) Repair or replace gas vents.
- 5) Repair gas piping system leaks.
- 6) (192.739) install the necessary pressure gauges and valves to run a lock-up pressure test on the regulators as required.
- 7) Remove existing appliance replace with new appliance.
- 8) Reconnect to existing gas water and venting as required.

- 9) Installation of new upgraded valves and connections as necessary.
- 10) Installation shall meet with local jurisdiction building department codes and in accordance with the Florida Building code for Fuel gas 2010 edition and NFPA 54.

B) The installation, repair of pipes, fixtures, fittings, appliances, or apparatus necessary for supplying gas for residential or commercial use from the point of delivery and all gas piping before connection to the combustion zone and including the applicable venting of flue gases to the outside atmosphere and the provisions of air for combustion and ventilation.

Note any gas turn on MUST be performed by an approved and qualified gas contractor. Outside gas meters can only be turned back on by the gas company or a gas company qualified / approved contractor. This is a PSC and Federal DOT Requirement.

All work shall be subject to the approval of the Florida Department of Agriculture, Bureau of LP Gas Inspections, and conform to the regulations for the transportation of natural and other gases by pipeline, Part 192, Title 49 of the Code of Federal Regulations, revised as of August 24, 2018 (and the Housing and Urban Development (HUD) Operating and Maintenance Procedures Manual located at 701 N.W. 1 Court, 16<sup>th</sup> Floor Miami, FL 33136 (Public Housing Section); and the Florida Public Service Commission Office, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850.

### 3.4 **WORKMANSHIP DEFINITIONS**

**Journeyman**: A person who engages in or works at the actual installation, repair or replacement of gas work.

**Apprentice**: A person who is engaged in learning and assisting in the installation of gas pipe, equipment, apparatus and appliances, and shall work directly under the supervision of a journeyman or master gas fitter.

### 3.5 **EMERGENCY SERVICE**

The vendor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within (4) hours after notification by the County.

**FB-00948 INSPECTION AND REPAIR OF VARIOUS GAS SYSTEMS  
SECTION 4 VENDOR REQUIREMENT BID SUBMITTAL FORM**

Bidders shall provide all required documentation as specified in Section 2, Paragraph 2.5 of this solicitation with bid submittal.

**REQUIREMENTS FOR GROUP (1) INSPECTIONS AND GROUP (2) REPAIRS**

Bidders are required to include a copy of the relevant license with their bid submission. The County will only accept licenses that are current and verifiable.

Prime Vendor: Certificate of Competency for Liquefied Petroleum Gas	License Number: _____	Expiration Date: _____
Subcontractor: Certificate of Competency for Liquefied Petroleum Gas	License Number: _____	Expiration Date: _____
Prime Vendor: Gas Fitters License or Plumbers License for Natural Gas work	Gas Fitters License Number: _____	Expiration Date: _____
	Plumbers License Number: _____	Expiration Date: _____
Subcontractor: Gas Fitters License or Plumbers License for Natural Gas work	Gas Fitters License Number: _____	Expiration Date: _____
	Plumbers License Number: _____	Expiration Date: _____

License shall be issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

**FB-00948 INSPECTION AND REPAIR OF VARIOUS GAS SYSTEMS  
SECTION 4 VENDOR REQUIREMENT BID SUBMITTAL FORM**

**EMERGENCY SERVICE**

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Alternate number: \_\_\_\_\_

**The following PHCD Special Notice (Section 3) forms shall be completed and submitted with bid submittal.**

**Attachment 4** – Section 3 Economic Opportunity and Affirmative Marketing Plan Document 00400 service to be provided under this contract is a Section 3 covered activity. Section 3 requires that job training employment and contracting opportunities be directed toward low and very-low income persons.

**PHCD USHUD Forms Required**

**Attachment 5** – Contractor/Subcontractor Estimated Project Work Force Breakdown

**Attachment 6** – Business Preference Claim Form Document 00200