

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

PREVIOUS CONTRACT <b>FB-00610</b>	<input checked="" type="checkbox"/> REPLACEMENT CONTRACT	OPTION TO RENEW	CO	SOLE SOURCE
	BID WAIVER	EMERGENCY	RE-BID	ACCESS OTHER ENTITY
NEW REQ/CONTRACT NO. <b>RQID2100274 FB-02309</b>	CONTRACT TITLE: <b>Auto A/C Services</b>	ESTIMATED VALUE: <b>\$300,000</b>	TERM: <b>Five Years</b>	LIVING WAGE APPLIES: __ YES __ NO
DESCRIPTION: <b>Automotive Air Conditioning Repair Services (see scope of services attached)</b>				
USER DEPARTMENT: <b>Aviation and Internal Services</b>		FUNDING SOURCE: <b>Proprietary and Internal Service Funds</b>		
ISSUING DEPT: <b>Internal Services, Strategic Procurement Div.</b>		CONTACT: <b>Debra Butler Contracting Officer</b>	PHONE: <b>305-375-3833</b>	

**ANALYSIS**

COMMODITY / SERVICE NO.: <b>05504</b>			
<b>TRADE / COMMODITY / SERVICE OPPORTUNITIES</b>			
Contract/Project History of Previous Purchases, Previous 3 – 5 Years			
Check here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR
Current Contractor:	<b>Pete's Auto Air Inc.</b>		
Small Business Enterprise:			
Contract Value:	<b>\$ 491,375</b>		
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

**RECOMMENDATIONS**

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

Basis of Recommendation:

Signed: *Debra Butler*

Date to SBD: **06/07/2022**

Date Returned to DPM:

## SECTION 2

### SPECIAL TERMS AND CONDITIONS

#### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of automotive air conditioning maintenance, repairs, parts, labor and supplies for Miami-Dade County.

#### 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 Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the 60<sup>th</sup> month.

#### 2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible bidder in the aggregate who meets the qualifications listed below. Items that will be provided to the County at no cost must show a zero (0) in the price line. If a bidder fails to submit an offer on all items, the overall offer may be rejected.

#### 2.4 QUALIFICATION CRITERIA

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

**2.4.1** Bidders shall provide a current copy of their Industrial Waste 5, Annual Operating Permit, issued by the Department of Regulatory and Economic Resources.

**2.4.2** Bidders shall provide a current copy of their Motor Vehicle Repair Registration, for Heating and/or Air Conditioning, issued by the Department of Regulatory and Economic Resources.

**2.4.3** Bidders shall provide a current copy of their Local Business Tax Certificate, issued by the Department of Regulatory and Economic Resources.

**2.4.4** Bidders shall be regularly engaged in the business of providing automotive air conditioning maintenance and repair services to be considered for award. Bidders shall provide three (3) ***different*** references from customers to whom the Bidder has provided or is currently providing air conditioning maintenance and repair services as described throughout this Solicitation. In lieu of the references from the Bidder, 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's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder and/or Bidder's key personnel has successfully provided the required services described throughout this Solicitation. These references shall ascertain to the County's satisfaction that the Bidder and/or the Bidder's key personnel has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

#### 2.5 PRICES

The initial contract prices resultant from this solicitation shall prevail for no less than a one (1) year period from the commencement date. It is the Bidders' responsibility to request any price adjustment. For any adjustment to be considered, the request for adjustment should be submitted at least 90 days prior to expiration of the

then current twelve (12) month period. The adjustment request should not be in excess of the relevant pricing index change. The County may consider an adjustment to price based on changes in the Consumer Price Index (CPI), All Urban Consumers, All Items, and Miami – Ft. Lauderdale Area index. If no adjustment request is received from the awarded bidder, the County will assume that the bidder has agreed to the current prices. Any adjustment received after the expiration of the then current twelve-month period may not be considered.

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 for the subsequent twelve-month period based on the downward movement of the applicable index. It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded bidder, and/or to terminate the contract based on such price adjustments.

**2.6 INSURANCE (placeholder per current contract FB-00610 language / pending Risk's 2022 recommendation)**

A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.

B. Commercial General Liability Insurance including Garage Keepers Legal Liability in amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificate Holder must read: Miami-Dade County, 111 NW 1st Street, Suite 2340, Miami, Florida 33128, and reference the Miami-Dade County Bid number and Title.

## SECTION 3

### TECHNICAL SPECIFICATIONS

#### **3.1 SCOPE OF WORK**

This solicitation is established to provide auto air conditioning service and repairs to Miami-Dade County. All work shall be performed in a workmanship like manner and the completed job shall exhibit a level of quality and performance equal or better to accepted industry standards. System refrigerant must meet industry standards for Automotive R1234YF, R-12, and R134. Original equipment manufacturer or approved equal parts shall be used for repairs under this contract.

#### **3.2 GOODS AND SERVICES TO BE PROVIDED**

- **Annual Maintenance Check:**

Bidders shall provide a flat fee to test the manifold pressure, adjust controls, adjust dampers and ducts, check cooling system and recharge the system with refrigerant. The flat fee per vehicle shall be inclusive of all labor, equipment and supplies.

- **Pressure and Leak Test:**

Bidders shall provide a flat fee to check the pressure and test the entire system for leaks. The flat fee per vehicle shall be inclusive of all labor, equipment and supplies.

- **Recharge and Vacuum:**

Bidders shall provide a flat fee to vacuum and recharge the system with proper refrigerant only. The flat fee per vehicle shall be inclusive of all labor, equipment and supplies.

- **Auto Air Conditioning System Repairs, OEM and Aftermarket Parts:**

The hourly rate quoted shall be deemed to provide full compensation to the awarded bidder for labor, equipment use, travel time and any other element of cost or price. This rate is assumed to be at straight-time for all labor. The awarded bidder shall comply with minimum wage standards, and any other applicable laws of the State of Florida.

All parts shall be equal in performance and specifications to original equipment manufacturers (OEM) parts. Bidder's must quote parts at cost-plus (not to exceed 10%) and provide documentation of their actual cost. The County reserves the right to approve or reject the aftermarket parts offered. Compressors shall be "Factory Rebuilt Exchange Compressors", except where a new unit is requested by the County.

Before a repair order is issued, the awarded bidder shall submit an itemized estimate for all repairs needed, listing the awarded hourly labor rate, hours needed to complete the repairs and all parts that will be used to repair the a/c system. Final invoices cannot exceed 10% of the estimate without County approval.

#### **3.3 PICK-UP AND DELIVERY SERVICES TO BE PROVIDED**

##### **PICK-UP AND DELIVERY**

All vehicles being serviced and/or repaired will be delivered to and picked-up from the premises of the awarded bidder, by The County.

### **COMPLETION OF WORK**

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded bidder; except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder to whom the contract(s) is awarded fail to complete the work within the number of days agreed to with the County, it is hereby agreed and understood that the County reserves the authority to cancel the purchase order with the bidder and to secure the services of another bidder to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the bidder for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the bidder, through an invoice or credit memo, for any additional costs over and beyond the original purchase order price which were incurred by the County as a result of having to secure the services of another bidder. If the bidder fails to honor this invoice or credit memo, the County may terminate the bidder from the contract for default.

### **WARRANTY**

A. Type of Warranty Coverage Required: The bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of ninety (90) calendar days after the date of acceptance 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 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 five (5) 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 notify the bidder, that the firm 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 five (5) 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 procure the products or services from another bidder and charge the incumbent bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing

### **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased and services to be provided under this contract shall be in accordance with all governmental and local standards, that may include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA); the National Institute of Occupational Safety Hazards (NIOSH); the National Fire Protection Association (NFPA); the Society of Automotive Engineering (SAE); the National Institute for Automotive Service Excellence (ASE); the Environmental Protection Agency (EPA).

### **LABOR, MATERIALS, AND EQUIPMENT**

The award bidder shall furnish all labor, supervision 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.