

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 12, 2023

Presenter's Name and Title: Kirk Hobson-Garcia, Asst. Public Works Director

Prepared By: Kirk Hobson-Garcia, Asst. Public Works Director and Kristy Gilbert, Asst. Public Works Director

Temp. Reso. Number: 7898

Item Description: Temp. Reso. #R7898, approving the purchase of HVAC maintenance and repair parts and services from Trane US Inc., in an additional amount of \$71,000, for total expenditures during fiscal year 2023 in the amount of \$141,000; utilizing OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341 entitled "HVAC Products, Installation, Labor Based Solutions, and Related Products and Services". (*Director of Public Works, Anthony Collins and Director of Procurement, Alicia Ayum*).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$71,000 for FY2023 will be expended from Account No. 001-50-501-519-000-603404 in the amount of \$51,000 and 001-50-501-519-150-603404 in the amount of \$20,000 entitled "Building Maintenance-Air Condition Services".


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7898
 - Exhibit A: OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Anthony Collins, Director of Public Works

DATE: June 1, 2023

RE: Temp. Reso. No. 7898, Approving the purchase of HVAC Maintenance and Repair Parts and Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7898, approving the purchase of HVAC maintenance and repair parts and services from Trane US Inc., in the additional amount of \$71,000, utilizing OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341 entitled "HVAC Products, Installation, Labor Based Solutions, and Related Products and Services".

ISSUE: City Commission approval is required for all expenditures exceeding the \$75,000 from the same vendor within a single fiscal year. This resolution authorizes additional expenditures with Trane US Inc. in the amount of \$71,000 for Fiscal Year 2023 ("FY2023").

BACKGROUND: The Public Works Department is responsible for the maintenance and repair of all City facilities and equipment. During FY2023, staff requested quotes from Trane US Inc. to provide HVAC products, installation, maintenance, and repair services and Purchase Order No. 230206 for \$70,000 which was encumbered and subsequently paid. This has brought the total expenditures with Trane during FY2023 to \$70,000.

During the summer months, HVAC systems tend to work harder to maintain comfortable air temperature for building occupants. Ongoing, maintenance and repair services to the City's HVAC systems are needed for the remainder of FY2023. The table below details the HVAC expenditures to date and pending purchases through the end of FY2023:

FY2023 Expenditures with Trane US Inc.

Description of Work	Munis Purchase Order No.	Total Amount	Account No.
HVAC Systems Maintenance and Repairs Parts and Services	230206	\$70,000	001-50-501-519-000-603404 001-50-501-519-000-603400
Services paid to date		\$70,000	
Additional Services Pending			
HVAC Systems Maintenance and Repair Parts and Services	PO Pending	\$71,000	001-50-501-519-000-603404 001-50-501-519-150-603404
Additional services pending		\$71,000	

Additional expenditures totaling \$71,000 are needed through the end of FY2023 to provide for maintenance and repair parts and services of HVAC systems.

Trane US Inc. is an awarded vendor through the OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341 competitive bid process with Racine County acting as the lead agent. Utilizing this Contract will provide the City's Building Maintenance Program a comprehensive solution and competitive pricing for quality products and services for the HVAC needs of the City. This Contract is an excellent example of the economies of scale principle and will allow the City to receive discounted prices on products and services through Trane. The Procurement Department has reviewed the contract and price quotes and confirmed utilizing the competitively solicited contract.

DISCUSSION: The scope of services to be provided to the City HVAC parts and service includes installation of a high-performance, energy management HVAC system to ensure efficient operations and protect the City's equipment investment. Having an experienced vendor like Trane under contract during the 2023 hurricane season will ensure the City is well prepared to handle all emergency HVAC system repairs should the City be impacted by a storm.

ANALYSIS: Funds totaling \$71,000 will be expended from Account Nos. 001-50-501-519-000-603404 and 001-50-501-519-150-603404 entitled "Building Maintenance-Air Condition Services".

Temp. Reso. No. 7898
5/11/23
6/1/23

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF HVAC MAINTENANCE AND REPAIR PARTS AND SERVICES FROM TRANE US INC., IN THE ADDITIONAL AMOUNT OF \$71,000, FOR TOTAL EXPENDITURES DURING FISCAL YEAR 2023 IN THE AMOUNT OF \$141,000; UTILIZING OMNIA PARTNERS, PUBLIC SECTOR (NATIONAL IPA AND U.S. COMMUNITIES) CONTRACT NO. 3341 ENTITLED “HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is responsible for the maintenance and repair of all City facilities and equipment; and

WHEREAS, during FY2023, staff requested quotes for HVAC products, installation, maintenance and repair services from Trane US Inc, and Purchase Order No. 230206 for \$70,000 was encumbered and subsequently paid; and

WHEREAS, ongoing, maintenance and repair services to the City’s HVAC systems are needed for the remainder of FY2023; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

Reso. No. _____

Temp. Reso. No. 7898
5/11/23
6/1/23

WHEREAS, Section 2-413 of the City Code provides for purchases made utilizing already competed agreements of other governmental agencies, or cooperative purchases, such as the OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341 to be exempt from further competitive bidding requirements; and

WHEREAS, the City will utilize OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341 with Racine County, Wisconsin acting as the lead agent; and

WHEREAS, the City Manager recommends that the City Commission approve the purchase of additional expenditures for maintenance and repair parts and services from Trane US Inc in the amount of \$71,000; utilizing OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase of additional expenditures for maintenance and repair parts and services from Trane US Inc. in the amount of \$71,000; utilizing OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Temp. Reso. No. 7898
5/11/23
6/1/23

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves additional expenditures with Trane US Inc., in the amount of \$71,000; utilizing OMNIA Partners, Public Sector (National IPA and U.S. Communities) Contract No. 3341.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7898
5/11/23
6/1/23

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference

**Purchasing Department**

730 Wisconsin Avenue

Racine, WI 53403

262-636-3700

fax: 262-636-3763

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED
PRODUCT AND SERVICES CONTRACT 2022**

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

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BY: Jonathan Delagrave 8/17/2022
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DocuSigned by:
BY: Michael J. Lanzdorf 8/17/2022
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DocuSigned by:
BY: Wendy Christensen 8/17/2022
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DocuSigned by:
BY: Steven Zimmer 8/16/2022
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Trane U.S. Inc.
DocuSigned by:
BY: Greg Spencer 8/16/2022
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