

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

Meeting Date: August 18, 2021

Presenter's Name and Title: Kirk Hobson-Garcia, Assistant Director of Public Works on behalf of Public Works Department

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

Temp. Reso. Number: 7448

Item Description: Temp. Reso. #R7448, approving the purchase for installation of an HVAC system for Town Center Commission Chambers Audio Visual Room from Trane US Inc., in the additional amount of \$60,000, for total expenditures during fiscal year 2021 in the amount of \$134,000; utilizing U.S. Communities Government Purchasing Alliance Contract No. RFP No. 15-JLP-023 entitled "HVAC Products, Installation, Services and Related Products and Services". *(Public Works Assistant Director Kirk Hobson-Garcia and Procurement Director 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 \$60,000 will be expended from the following accounts: \$8,000 from Account No. 001-50-501-519-000-603400 entitled "Contractual Services-Other" and \$52,000 from Account No. 001-50-501-519-000-606405 entitled "Furniture and Fixtures".



Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7448
 - Attachment 1: US Communities Contract No. 15-JLP023 Renewal



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Anthony Collins, Director of Public Works
Alicia Ayum, Director of Procurement

DATE: August 12, 2021

RE: Temp. Reso. No. 7448, Approving the purchase of HVAC installation, services.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7448, approving the purchase and installation of an HVAC system for Town Center Commission Chambers Audio Visual Room from Trane US, Inc., in the additional amount of \$60,000, for total expenditures during Fiscal Year 2021 ("FY2021") in the amount of \$134,000; utilizing U.S. Communities Government Purchasing Alliance Contract RFP No. 15-JLP-023 entitled "HVAC Products, Installation, Services and Related Products and Services".

ISSUE: City Commission approval is required for all expenditures by a single department exceeding the \$75,000 limit from the same vendor within a single fiscal year. This resolution authorizes additional expenditures with Trane in the amount of \$60,000 for a total spend of \$134,000 for FY2021.

BACKGROUND: The Public Works Department is responsible for the maintenance and repair of all City facilities and equipment. During FY2021, staff requested quotes to provide HVAC products, installation, maintenance, and repair services and Purchase Order Nos. 211051 for \$24,000 and 210199 for \$50,000 were encumbered to Trane US Inc., and subsequently paid. This has brought the total expenditures with Trane during FY2021 to \$74,000.

During the summer months, HVAC systems tend to work harder in order 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 FY2021. The table

below details the HVAC expenditures approved and pending purchases through the end of FY2021:

FY2021 Expenditures with Trane

Description of Work	Munis Purchase Order No.	Total Amount	Account No.
HVAC Systems Maintenance and Repairs	211051	\$24,000	001-50-501-519-000-603404 001-50-501-519-150-603404 001-50-501-519-000-603400
HVAC Systems Maintenance and Repairs	210199	\$50,000	001-50-501-519-000-603404 001-50-501-519-150-603404
Services paid to date		\$74,000	
Additional Services Pending			
HVAC Systems Maintenance and Repairs	PO Pending	\$52,000 \$ 8,000	001-50-501-519-000-606405 001-50-501-519-000-603400
Additional services pending		\$60,000	

The Town Center Commission Chambers Audio Visual Room is the brain of the Commission Chambers for efficient communication during City Commission meetings. The audio-visual room is equipped with a portable air conditioning system that must constantly be monitored by staff to ensure efficient operations. Additional expenditures totaling \$60,000 are needed through the end of FY2021 to provide for installation of the HVAC system.

Trane was awarded a contract to provide HVAC Products, Installation Services and Related Products and Services through the U.S. Communities Government Purchasing Alliance Contract RFP No. 15-JLP-023 competitive bid process with Harford County Public Schools acting as the lead agency. The Procurement Department reviewed the contract and confirmed utilizing the contract is allowable in accordance with section 2-413 of the City Code.

DISCUSSION: The scope of services to be provided to the City 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 2021 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 \$60,000 will be expended from Account No. 001-50-501-519-000-606405 entitled "Furniture and Fixtures."

Temp. Reso. No. 7448
6/8/21
8/10/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE FOR INSTALLATION OF AN HVAC SYSTEM FOR TOWN CENTER COMMISSION CHAMBERS AUDIO VISUAL ROOM FROM TRANE US, INC., IN THE ADDITIONAL AMOUNT OF \$60,000, FOR TOTAL EXPENDITURES DURING FISCAL YEAR 2021 IN THE AMOUNT OF \$134,000; UTILIZING U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NO. RFP NO. 15-JLP-023 ENTITLED “HVAC PRODUCTS, INSTALLATION, SERVICES 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 FY2021, staff requested quotes for HVAC products, installation, maintenance and repair services and Purchase Order Nos. 211051 and 210199 totaling \$74,000 were encumbered to Trane US, Inc. and subsequently paid; and

WHEREAS, installation of an HVAC system in the Town Center Commission Chambers Audio Visual Room is required to ensure efficient operations of Commission meetings and protect the City’s equipment investment; 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. 7448
6/8/21
8/10/21

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 US Communities Contract No. 15-JLP-023 to be exempt from further competitive bidding requirements; and

WHEREAS, the City will utilize U.S. Communities Government Purchasing Alliance Contract RFP No. 15-JLP-023 with Harford County Public Schools acting as the lead agency; and

WHEREAS, the City Manager recommends that the City Commission approve the purchase of additional expenditures for installation of an HVAC system in the Town Center Commission Chambers Audio Visual Room from Trane in the amount of \$60,000 utilizing US Communities Contract RFP No. 15-JLP-023, bringing the total spend with Trane to \$134,000 for FY2021; 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 installation of an HVAC system in the Town Center Commission Chambers Audio Visual Room in the amount of \$60,000; utilizing US Communities Contract RFP No. 15-JLP-023, bringing the total spend with Trane to \$134,000 for FY2021.

Temp. Reso. No. 7448
6/8/21
8/10/21

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

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 \$60,000 utilizing US Communities Contract RFP No. 15-JLP-023, bringing the total spend with Trane US, Inc. to \$134,000 for FY2021.

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

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

Temp. Reso. No. 7448
6/8/21
8/10/21

PASSED AND ADOPTED this _____ day of _____, _____

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

CONTRACT**RFP #15-JLP-023**

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

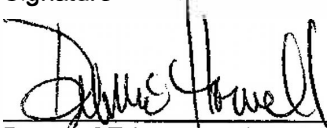
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

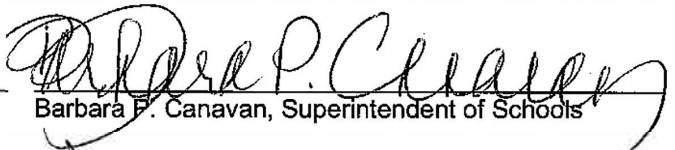
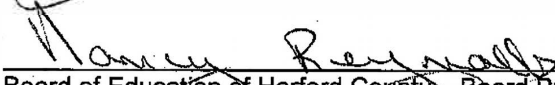
Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature


Board of Education of Harford County
Witness

Board of Education of Harford County

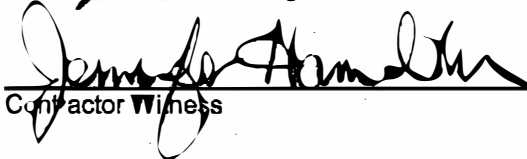

Barbara P. Canavan, Superintendent of Schools

Board of Education of Harford County - Board President

Signature


Authorized Contractor Signature

Trane
Company Name

800 Beatty St.
Address


Contractor Witness

DAVIDSON, N.C. 28036
Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:

By and Between:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

102 S. Hickory Ave.

Bel Air, MD 21014

and

TRAWE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 27th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as “School District”, “HCPS” or “District”), and TRAWE, U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as “Supplier”)

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

- A. Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

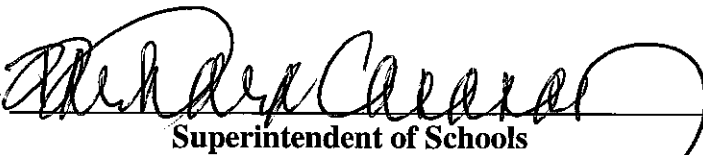
- B. Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.
- C. Term.** The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement, the following:
- a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.
- H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

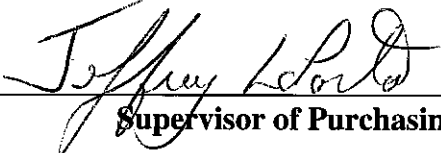
The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- J. Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
- K. Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.
- L. Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

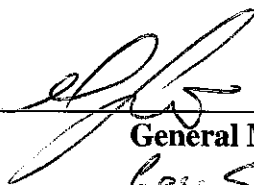
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  9/22/16
Superintendent of Schools Date

by  9/21/16
Board of Education President Date

by  9/27/16
Supervisor of Purchasing Date

SUPPLIER:

by  8-13-15
General Manager Date
Gina Spencer



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Bobbie Wilkerson, Supervisor of Purchasing
410-638-4083, Bobbie.Tolston-Wilkerson@hcps.org

RFP #15-JLP-023 RENEWAL #1
October 1, 2018 – September 30, 2020

This contract renewal is made and entered into this 2 ^{APRIL (BW)} day of March, 2018, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2018;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the first option to renew this contract for two (2) year for the time period from October 1, 2018 through September 30, 2020.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Bobbie Wilkerson

Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 4/2/2018

TRANE

By: Alan L. Fullerton

Signature

Name: ALAN L. FULLERTON

Title: VICE PRESIDENT, SALES TRANE

Date: 4/3/18



Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022

This contract renewal is made and entered into this 19th day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beatty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: [Signature]
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 8/19/2019

TRANE

By: [Signature]
Signature

Name: Alan L. Fullerton

Title: VICE PRESIDENT - SALES

Date: 8/15/19



June 1, 2017

Sherry Ramsey
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Re: Trane Parts on contract 15-JLP-023

Sherry,

Trane is in the process of implementing a new parts pricing and delivery system within the network of offices in North America. As such, some of the traditional reference points used when bidding the 15-JLP-023 contract will change. For example, the original RFP submission for over-the-counter parts used a reference of book less 38%; this would be the price an agency would pay.

With the implantation of the new P21 parts system, we introduced a "list" price reference. So that we maintain pricing parity between the two systems, we needed to establish the relationship between these two metrics; "list" price vs "book" price. That relationship is book less 38% equals list less 22%. The ultimate impact the participating agencies is zero since the two references equate to the same sales price.

As North America's leading HVAC manufacturer, we wanted you to be aware of these improvements and look forward to providing outstanding service to your agencies. Please reach out to me with questions.

Best regards,



Greg Spencer

Strategic Cooperative Program Leader

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

January 5, 2016

To: All Participating Agencies

Subject: Clarification Regarding Contract Pricing For RFP#15-JLP-023
Trane/U.S. Communities

Contract pricing for HVAC and related supplies, labor and materials were established with the solicitation referenced above. As a clarification to the pricing structure, the following is offered.

Typically, Trane pricing is made up of three categories; equipment, labor and materials. Each of these areas are briefly explained as follows:

1. Equipment – Each piece of equipment identified by a product code. Each product code has an established list price discount associated with it. A complete list of equipment discounts can be found on the US Communities website, once the agency logs in with username and password. There are approx. 630 specific pieces of equipment on the contract, with associated discounts.
2. Labor – All labor based solutions (installation and services) are classified by the labor “type” with a fixed hourly rate. Installation, maintenance and retrofit labor hours are indexed to RS Means estimating guide. Each project is priced per the specific geographic zone in which the job is located. Labor rates avail upon request.
3. Parts & Material in quoted work – All parts and miscellaneous materials included in quoted projects are subject to the maximum contract margin guidelines of 27.5%. This would include materials such as piping, wiring, sheet metal and parts necessary to complete a given scope of work. All Trane over the counter parts for service are discounted at a rate of 38%.

Jeffrey LaPorta
Supervisor of Purchasing
Harford County Public Schools