

MANATEE COUNTY GOVERNMENT

SOLE SOURCE INTENT TO AWARD

SUBJECT	Installation of Decofloor Quartz Flooring	DATE POSTED	MC <u>10/19/16</u> <i>KSE</i>
PURCHASING REPRESENTATIVE	Deborah Carey-Reed, 941/749-3074	DATE CONTRACT SHALL BE AWARDED	5 Business Days After Electronic Posting
DEPARTMENT	Property Management Department	CONSEQUENCES IF DEFERRED	Replace flooring prior to holidays
SOURCE RECOMMENDATION	Sole Source #2017-00024 <i>Task # 17-0062 DC</i>	AUTHORIZED BY DATE	Deborah Carey-Reed October 19, 2016, <i>[Signature]</i>

ACTION DESIRED

Notice of Intent to Award a Non-Competitive/Sole Source procurement with Marathon Engineering in the amount of \$55,274 to furnish and install the Decofloor Quartz flooring system at the Manatee County Jail.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Manatee County Code of Laws Chapter 2-26-40 & 2-26-25

BACKGROUND/DISCUSSION

- As part of the renovations being conducted at the Manatee County Jail, The Property Management Department has a need for a durable, waterproof coating that can be applied to the floors, walls, and ceiling of the showers and bathrooms at the Manatee County Jail to replace tiles that are cracking, chipping, or breaking.
- The Decofloor Quartz System has been installed in the showers of Pod F, Pod G1, Pod G2, and Pod G4. It has performed above expectation and has offered no compatibility issues with other materials used at the Jail. It is the recommendation of staff to continue the use of this coating system for the renovations required at the Jail for standardization.
- This procurement provides for the installation of the Quartz Decofloor System at the Jail's Pod H and Pod S showers to include all necessary material, labor, and equipment to prepare the existing areas of concrete floor and install the system.
- Marathon Engineering Corporation is the only manufacturer-trained installer of this system. Gold Medal Construction Corporation is the sole proprietor of the Decofloor Quartz System.
- Funding for the services are provided from monies budgeted in the General fund of Property Management building management fund.

If a vendor believes this item is not a noncompetitive procurement, Manatee County Purchasing Division requires prospective vendors provide information regarding their ability to supply the commodity or contractual services described prior to the date indicated for "date contract shall be awarded".

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS:
• Non-Competitive / Sole Source Procurement Request Form	N/A
COST \$55,274	SOURCE (ACCT# & NAME) PM Building Management 0010020507
COMMENTS None	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) None



Sole Source/Noncompetitive Purchasing Request

Department: Property Management Contact: Charles Frazier Ext: 5834

Purchase Request (PR) Number: _____ Date: 9/27/2016

Description: Installation of Decofloor Quartz System in the showers of the H&S pods
(Explain request in detail) as part of the renovation.

Vendor: Marathon Engineering Phone: 239-303-7378 Cost: \$55,274.00

PART I – SOLE SOURCE PURCHASING (*Sole source purchasing* is defined as the acquisition of commodities or services where there is only one available source for the required commodity or service.
Ex: proprietary software or equipment, copyright)

1. Are these commodities or services only available from one single source? ☒ Yes ☐ No

2. Explain why the commodity/service being requested is the only commodity/service that can meet your needs and why alternatives are unacceptable. Be specific regarding specifications, features, capability, compatibility, etc.

This system has been used in the previous G2 and G4 pod renovations at this facility and has performed very well. In the interest of keeping all pods standardized, Major Daniel Kaufman would prefer the same contractor and product to be used in all future renovations.

3. Why is this vendor the only source from which to make this purchase? Describe efforts made to verify this information. (Attach sole source letter from vendor as documentation)

N/A

4. Explain the consequence to the County or its taxpayers, including a dollar amount of the financial impact, if the sole source purchase is not approved.

N/A

NOTE: In any case where the County seeks to purchase from a sole source materials for the construction, modification, alteration or repair of any county-owned facility, the Board of County Commission must first make the written findings required by Florida Statutes, Section 255.04.

PART II – NONCOMPETITIVE PURCHASING (*Noncompetitive purchasing* is defined as the acquisition of commodities or services from a unique source or provider based upon particular skills and expertise (Ex: standardization, warranty, compatibility) where other competitive sources may be available; or upon a determination that the likely, non-speculative cost of obtaining competitive quotes would exceed any potential savings and benefit to the County.)

1. ***Explain why the commodity/service being requested is the only commodity/service that can meet your needs and why alternatives are unacceptable. Be specific regarding specifications, features, capability, compatibility, etc.***

This product/installation has proven to perform above expectations. There have been no compatibility issues with other materials used at the jail.

2. ***Explain the advantages of this noncompetitive purchase on the basis that only one practical source exists. Describe the efforts made to verify this information. (Attach manufacturers or distributorships letter as documentation)***

This vendor is the only installer that is approved by the product manufacturer to install the Decofloor System. By using this contractor, the manufacturer's warranty will remain in good standing to the end user.

3. ***Will this purchase obligate us to a particular vendor for future purchases, either in terms of maintenance or compatibility should the need arise to purchase a 'like' item in the future?***

The purchase will not obligate the County for future purchases.

4. ***Describe your efforts to obtain the best price from the vendor and provide any documentation to substantiate your findings. Give the result of the initial offer versus the final offer.***


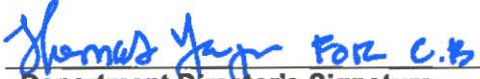
N/A

5. ***Would you prefer Purchasing to contact vendor for the best price?*** ☐ Yes ☒ No

6. ***Explain the consequence to the County or its taxpayers, including a dollar amount of the financial impact, if the noncompetitive purchase is not approved.***


Productivity of the renovation project will be slowed substantially which could lead to budgetary shortfalls.

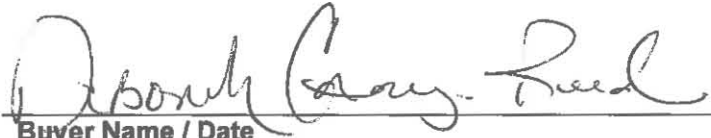
I hereby request that a sole source/noncompetitive request be approved for the purchase of the above statement of work, material, equipment, commodity, or service.

 Division Manager's Signature (up to \$25,000)	<u>THOMAS YARGER</u> Print Name	<u>10/18/2016</u> Date
 Department Director's Signature (Greater than \$25,000)	<u>THOMAS YARGER</u> Print Name	 Date

FOR PURCHASING DIVISION USE:

Sole Source: **Posting:** Categories Three and Four require an electronic posting for a minimum of five (5) business days. Category Five requires BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

 **Noncompetitive:** **Posting:** Category Three requires an electronic posting for a minimum of five (5) business days prior to award. Categories Four and Five require BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

Reviewed and Approved by:  10/18/16
Buyer Name / Date
(up to \$100,000)

Contracts/Buyer Manager / Date
(up to \$250,000)

Purchasing Official / Date
(Greater than \$250,000)

GOLD MEDAL

CONSTRUCTION CORPORATION

5615 2ND Street West- Suite 2 • Lehigh Acres, FL 33971
PH: 239-303-7378 • FX: 239-303-7364 • FL: CGC1519661

October 18, 2016

Mr. Charles Frazier
Construction Coordinator
Manatee County Government
Property Management Department

RE: Gold Medal Safety Padding

Dear Mr. Frazier:

We appreciate your consideration of our Decofloor Seamless Shower System on your upcoming project, and hope that you were satisfied with the product in past installations. Per our conversation, Marathon Engineering Corporation is the only current, manufacturer trained installation company. Because they have been exclusively trained by Gold Medal Construction Corporation on our Decofloor Coatings, and in particular, our Decofloor Seamless Shower System, they are the only firm that we allow to warranty the materials and installation labor.

I will follow up with you in a few days to verify receipt of this package. In the interim, please feel free to call with any questions or if I can be of any assistance. I can be reached by phone at (239) 303-7378, or via email at ghrunka@marathonengcorp.com.

Sincerely,



George Hrunka
President & CEO



MARATHON ENGINEERING CORPORATION
5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364
FL: CGC1511812

June 30, 2016

PROJECT QUOTE: MANATEE COUNTY JAIL — H and S PODS

SECTION: Resinous Shower and Bathroom Coating

PROJECT LOCATION: Palmetto, FL

CONTACT: Major Williams & Captain Sanchez

SCOPE OF WORK: Furnish all necessary material, labor, and equipment in order to prepare existing areas of concrete floor and install the Decofloor Quartz System manufactured by Gold Medal Construction Corporation. Marathon will provide a one (1) year "parts and labor" warranty on the Decofloor Quartz System. The removal of the existing flooring system will not be by others and is excluded from this quote. A fifty-percent (50%-~~\$26,996~~) payment will be due upon completion of the first pod, or half the work.

- A triangular cove base will be installed around all walls, as a transition between the walls and the floor.
- A Waterproofing primer will be installed only on the floors
- The facility will remove the tile that is currently on the showers before Marathon's crew arrives on site.
- The following shower will have Decofloor Quartz System installed on the walls, floors and Ceilings of the sixteen (16) showers (showers same sizes as in previous projects):

1. Eight (8) Non-ADA Showers
 2. Eighty (8) ADA Showers
-

BASE PRICE:

Fifty-five thousand two hundred seventy-four dollars (\$55,274)

PAYMENT DISCOUNT:

Marathon Engineering Corporation offers a 9.25% (\$5,112) for prepayment at the time of contract. (Retention can be withheld as per routine contract terms)

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressly listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% will need to be considered in the form of a written change order.
2. For projects in excess of four (4) individual rooms, it is understood that Marathon Engineering Corporation will be paid for fabricated products stored at its plant within thirty (30) days of invoice date. Marathon Engineering Corporation will issue appropriate Bills of Sale and carry insurance protecting such products.
3. ~~Due to the specialized nature of the products and colors available, there is a thirty (30%) deposit due at time of order. All future payment terms are Net 30 from date of invoice, unless expressly stated otherwise.~~
4. Late payments shall accrue interest at a rate of 1.5% per month.
5. ~~A fifty-percent (50%-\$26,996) payment will be due upon completion of the first pod or half the work.~~
6. Marathon Engineering Corporation, installer for Decolloor Flooring Systems™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work. Warranty does not include any damage from objects, or structural compromise of substrate. The Customer attests that there is an effective vapor barrier installed or that the concrete is not on grade and should not present a moisture problem. Warranty does not cover failure of the system due to vapor transmission.
7. Pricing excludes any payment or performance bonding.
8. Pricing includes no more than one (1) mobilization of materials and crew to job site.
9. This lump sum proposal is based solely on the completion of all the above areas
10. The flooring system is fluid applied and will follow the contour of the existing floor substrate. No "sloping" has been included within this quote. Should this be required, additional charges will be applied.
11. Pricing does not include any additional prep work to be done on the ceilings of the showers. If any substrate repair is required it is the responsibility of others.
12. Unless otherwise stated, it will be Marathon's discretion whether to substitute a cement board substrate in lieu of using the current concrete walls if by Marathon's estimation it will be more beneficial to the overall project.
13. Pricing is solely based on dimensions above. Due to digital files and scaling not being accurate Marathon will only guarantee pricing based on our dimensions indicated in Scope of Work. Please call Marathon if you feel there are any discrepancies.
14. Pricing is based on Marathon's standard wage rate. If prevailing wages are required additional fees will apply.
15. The facility will need to keep the showers dry and free from use for twenty-four (24) hours prior to any work on that area.
16. The facility will remove all tile prior to Marathon's arrival on site.
17. If a blended aggregate color selection is chosen, please note that it is a blend and will not be 100% uniform throughout, nor is it intended to be.
18. Please be aware that all resinous flooring will appear slightly different from different angles if multiple sources of light shine on the same area.
19. Marathon Engineering Corporation will produce a mock-up sample which needs to be approved by owner, contractor and architect prior to ordering of materials and start of job

EXPIRATION: This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing

Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (253) 223-9871 or via email at

A handwritten signature in black ink, appearing to read "G. Hrunka".

George Hrunka
President & CEO, Marathon Engineering Corporation

#	ITEM	I N C.	E X C.	PROVIDED BY OTHERS	COMMENTS
1	Temporary Toilets			X	
2	Electrical Power		X	X	
3	Temporary Heat		X	X	IF NEEDED
4	Temporary Barricades at Entrance of Room(s)	X			
5	Scaffolding	X			
6	Temporary Dust Partition	X			
7	Clean-Up Offsite		X		
8	Clean-up to Dumpster	X			Dumpster Provided By Others
9	Jobsite Security		X	X	
10	100% Labor & Material Payment Bond		X		
11	100% Performance Bond		X		
12	Bond Premium		X		
13	Payment Net 30 Days from Date of Invoice	X			
14	Thirty (30%) Percent Deposit at Time of Contract	X			
15	Schedule of Values	X			
16	Samples & Shop Drawings and Product Data		X		
17	Guarantees & Warranties	X			
18	Installation	X			
19	Grind-off of existing coating systems		X	X	N/A for walls Hardie Board will be used
20	Mechanical & Electrical Rough-in		X		
21	Mechanical & Electrical Hook-up		X		
22	Refloating or Pouring Concrete or Raising Existing Floors		X		Only minor refloating of the floor done by MEC
23	As Built Drawings		X		
24	Operation Manuals	X			
25	Liquidated Damages		X		
26	6" integral cove base		X		
27	Any concrete repair in excess of 1/8" in diameter		X		
28	Mobilization between the two facilities	X			
29	Waterproofing or Moisture Mitigation system	X			Only included on floor surfaces of showers
30	Any HVAC or Ventilation Work Required		X		
31	Any plumbing work that is required to complete project		X		
32	Removal of mold & cleaning of showers prior to arrival by Marathon		X	X	Facility must clean showers prior to the arrival by Marathon Engineering Corp.