

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **9169-0/14**

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES ___ NO

Requisition/Project No: RQID1500004 **TERM OF CONTRACT:** 5 years with no OTR

Requisition/Project Title: Lease of Propane Powered Commercial Lawn Mowers and Trailers.

Description: The purpose of this solicitation is to establish a contract for the lease of propane-powered commercial lawn mowers and trailers for Miami-Dade County. This is for Park Special Tax District.

User Department(s): Miami-Dade County on an as needed basis.

Issuing Department: Internal Services, Procurement Mgmt.

Contact Person: Anthony Wells **Phone:** 305-375-5765

Estimated Cost: \$ 120,000.00 **Funding Source:** Various (General, Proprietary, Grant, Internal Services)

ANALYSIS

Commodity/Service No: 515		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here ___ if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

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

Basis of Recommendation: Maintain SBE Bid Preference as current contract

Signed: *Anthony Wells* Date to DBD: 11/20/2014 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 lease of propane-powered commercial lawn mowers and trailers for Miami-Dade County.

2.2 TERM OF LEASE

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the County's authorized representative. The lease shall expire on the last day of the last month of the five (5) year lease term.

At any time during the term of this contract, if any of the items should become misplaced, lost or stolen the County is responsible to pay the remaining open balance of the item or items.

2.3 METHOD OF AWARD

Award of this solicitation will be made to the lowest priced responsive, responsible Bidder by group in the aggregate and who meets the minimum qualifications listed below. In order to be considered for award, bidders must submit an offer for all items listed within each group. If a bidder fails to submit an offer for all items, within the group, its offer for that group may be rejected.

If, the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the primary Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible bidder.

Minimum Qualifications:

1. Bidder(s) must submit a service center location; that is factory authorized to service the equipment they are bidding on. Bidders shall submit a letter from the manufacturer stating the listed service center is authorized to work on their specific equipment.
2. Bidder(s) shall submit proof that they are authorized the equipment that they are offering.

2.4 PRICES

The prices proposed by the bidder shall remain fixed and firm during the term of lease. All prices shall be quoted F.O.B destination point.

2.5 END OF LEASE PERIOD AND OPTIONAL BUYOUT

At the end of the 5-year (60 months) lease period, the County shall have the option to return the equipment to the Bidder or make a final total payment of one dollar (\$1) for each item. The final total payment of \$1 shall be considered sufficient as a buyout such that the County shall become the owner of all the equipment without any further financial obligations.

The successful Bidder shall provide the County with all appropriate documentation required to indicate that the County owns the equipment and the bidder has no claims thereto.

If the County chooses not to exercise the option to buyout the equipment for one dollar (\$1) per item, the County shall have the right to return the equipment to the Bidder under the following conditions:

1. The County will clean the equipment before returning them to the Bidder.
2. The County will notify the Bidder that the equipment is ready to be picked up from the County premises at the Bidder's expense.
3. The Bidder shall not charge the County for fair wear and tear on the equipment, considering the operating environment that commercial mowers are exposed to.
4. The County shall be allowed up to twenty (20) business days after the end of the lease period, to prepare and clean the equipment for pick-up.

2.6 SPECIAL CONDITIONS FOR BIDDING COMMERCIAL EQUIPMENT

The equipment furnished by the successful Bidder, during the term of the Contract, shall be new and the most recent model available. Demonstrator models are not acceptable. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the Bid Specifications shall be so governed.

2.7 DELIVERY

The successful Bidder shall indicate in Section 4.0 (pricing sheet) the number of days required before the equipment is delivered to the County, from the date that the purchase order is received. Bidders however shall deliver the required equipment no more than twenty (20) business days, after receipt of purchase order. All required equipment must be delivered to the County before the first monthly lease payment can be submitted.

All deliveries shall be made in accordance with good commercial practices, and all required delivery timeframes shall be adhered to by the successful Bidder, except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the successful Bidder. In these cases, the successful Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the successful Bidder to whom the contract is awarded fail to deliver in the number of days as stated in its offer, the County reserves the right to cancel the contract on a default basis. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the successful Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

A. PACKING SLIP/DELIVERY TICKET

The successful Bidder shall enclose a complete **packing slip and/or delivery ticket** with any items to be delivered in conjunction with this bid solicitation. The **packing slip and/or delivery ticket** shall accompany each item delivered and shall be made available to the County's authorized representative during delivery. The **packing slip and/or delivery ticket** shall include, at minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back order quantities and estimated delivery of back order if applicable

2.8 ACCEPTANCE OF PRODUCT

The products to be provided hereunder shall be delivered to the County and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Bidder provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the Bidder's expense, to the Bidder. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.9 WARRANTY

A. *Warranty Coverage Required*

The successful Bidder shall supply and be responsible for the equipment's warranty. All equipment shall have a minimum term of standard equipment warranty of sixty (60) months of bumper-to-bumper coverage and without a deductible. When equipment or component manufactures provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When equipment or component manufactures provide a warranty with less coverage than that stipulated herein, the Bidder shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulate herein. The warranty terms shall be subject to *Delay In Start Warranty Program* (commence when the equipment is put into service), if available from the manufacturer.

B. *Correction Defects Covered Under Warranty*

The successful Bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, at a warranty service center within ten (10) business days after the County notifies the Bidder of such deficiency in writing. If the deficiency cannot be corrected within the ten (10) business days, then the Bidder shall supply the County with a loaner that meets the same specs; until the unit is returned to the County fully operational. If the bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, at its discretion, notify the Bidder, that the Bidder is being place on probation. If the deficiencies are not corrected to the County satisfaction, than the County may (a) place the Bidder in default of its contract, and/or (b) procure the products and 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.

The Bidder shall be responsible to pick up and deliver up any item that needs service to the Bidder's authorized service center located within Miami-Dade County.

C. *Manuals*

The successful Bidder shall supply the County a comprehensive manual which describes the appropriate use of the equipment leased, and a parts manual which identify the component parts for the equipment leased. If supplied in other than internet access form, hard copy manuals meeting these requirement must be furnished via printed copy or CD. Where hard copy manuals are provided, one copy per item ordered shall be delivered with the item on a one for one basis prior to the County issued payment.

2.10 DEFECTIVE EQUIPMENT/RETURN OF EQUIPMENT

During the lease period of the contract, the County shall have the right to return to the Bidder any equipment

provided by the Bidder that fails to operate properly or fails to meet the performance requirements of the County.

It shall be the County's prerogative to have the Bidder either repair or replace the equipment, or to return the equipment to the Bidder without any further financial obligations.

2.11 GENERAL MAINTENANCE

Maintenance including oil change, air filter change and replacement of belts shall be preformed by Miami-Dade County staff.

2.12 DOCUMENT REQUIREMENTS

The successful Bidder shall provide the following documents:

- A. Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami-Dade County, Florida
2225 N.W 72nd Avenue
Miami, Florida 33122

These documents must be dated to coincide with the delivery of the equipment, send all papers to:

General Services Administration
Materials Management Division- Capital Inventory Section
2225 N.W 72nd Avenue
Miami, Florida 33312

All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strikeovers on any documents. Non-compliance will result in payment delays.

2.13 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Anthony Wells, at (305) 375-5765 or via email – awells@miamidade.gov.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The scope of this solicitation is to lease propane-powered commercial lawn mowers and trailers for Miami-Dade County. The determination of whether any offered propane-powered mower and trailers are equivalent or superior in performance is the prerogative of the County.

3.2 LAWN EQUIPMENT REQUIREMENTS

The equipment required by the County must be capable of meeting the performance and equipment requirements listed below.

Both the sixty inch (60") and seventy-two (72") cutting deck mowers must meet or exceed the following standards.

1. Purpose-built propane-powered commercial lawn mower (aftermarket propane-conversion kits or dual fuel engines are not acceptable).
2. Zero turning radius.
3. Fuel Type: Liquid Propane
4. Fuel Capacity: Must be able to run for eight (8) hours before refueling
5. Caster Tires: 13" x 6.5"- 6" (33 x 16.5 – 15.2 cm) flat-free semi-pneumatic
6. Drive System: Hydraulic
7. Drive Tires: 24" x 12" – 12" (61 cm x 30.5 – 30.5 cm)
8. Ground speed: 10 mph (16km/h) forward
9. Height of Cut: 1" – 5.5" in ¼" (2.5 – 14cm in 6mm) increments
10. Hour Meter: Standard
11. Hydraulic Fluid: Premium synthetic
12. Must have installed Roll-Over Protection System

3.3 SAFETY EQUIPMENT

The mowers must be equipped, as standard, with industry-accepted safety equipment to protect the driver/operator at all times (examples: Roll-Over Protection System, seat belt).

3.4 TRAILER REQUIREMENTS

The equipment required by the County must be capable of meeting the performance and equipment requirements listed below. Trailer must meet all Department of Transportation (D.O.T) regulations for operating on public roads and highways.

1. 8.6' X 20" Tandem axle enclosed trailer
2. 7,000 GVW w/electric brakes
3. Rivetless aluminum exterior
4. Exterior Color: White
5. 7' interior height
6. Spring assisted rear ramp door, reinforced- 71" X 93.5"
7. Side door- 32" X 75"
8. 1-roof vent- 14" X 14"
9. 1- front stone guard (on front only)
10. 12V interior dome light
11. 3/4" pressure treated wood floor-reinforced every 12"
12. 3/8 plywood interior side walls
13. D.O.T lighting (LED)
14. Front jack (manual)
15. Interior style fenders
16. 12,000 lb. torsion axles
17. 4-weed eater racks
18. 2- blower racks
19. 2- pole saw racks
20. 1-water cooler rack
21. 1 shelf in front portion of trailer
22. Set of three (3) heavy duty lock frames welded into trailer frame and three (3) hockey puck locks-keyed alike.

SECTION 4 – PRICING SHEET

Group 1: Propane-Powered Commercial Lawn Mowers				
Item No.	Product	Qty	Monthly Unit Price	Delivery of items per Section 2.7
1	Sixty inch (60") Cutting Deck Mower- Per Section 3.2	4	\$ _____	_____
2	Seventy-two inch (72") Cutting Deck Mower- Per Section 3.2	2	\$ _____	_____

Product And Service Center Information for Lawn Mowers
<p>List of Manufacture of Equipment:</p> <p>Manufacture and model number of the Sixty inch (60") Cutting Deck Mower:</p> <p>_____</p> <p>Manufacture and model number of the Seventy-two inch (72") Cutting Deck Mower:</p> <p>_____</p> <p>Name/location/phone number of service center:</p> <p>_____</p>

Group 2 : Trailer				
Item No.	Product	Qty	Monthly Unit Price	Delivery of items per Section 2.7
1	Trailer- Per Section 3.4	6	\$ _____	_____

Product And Service Center Information for Trailers
<p>List of Manufacture of Equipment:</p> <p>Trailer Manufacture per Section 3.4:</p> <p>_____</p> <p>Name/location/phone number of service center:</p> <p>_____</p>