

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. N/A

Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: ITQ-01264-01   
 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Purchase of OEM Parts, Maintenance and Repair Services

Description: The purpose of this Invitation to Quote (ITQ) is to secure sealed quotes for the purchase of manufacturer’s certified dealer Original Equipment Manufacturer’s parts, maintenance and repairs services for all Passenger Cars, Station Wagons, Vans, Pickup Trucks, Utility

Issuing Department: ISD   
 Contact Person: Hendry Lopez   
 Phone: 305-375-3803

Estimate Cost: \$5,000,000

Funding Source:   
 GENERAL    
 FEDERAL    
 OTHER

X    
 X

### ANALYSIS

**Commodity Codes:** 060

Contract/Project History of previous purchases three (3) years  
 Check here  if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>
<b>Contract Value:</b>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>
<b>Comments:</b> <span style="border: 1px solid black; background-color: #cccccc; height: 20px;"></span>			

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>	<span style="border: 1px solid black; background-color: #cccccc;"></span>

Basis of Recommendation:

Signed: Hendry Lopez   
 Date sent to SBD: 10.22.19

Date returned to SPD:

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***Miami-Dade County, Florida***

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**SECTION 2 – SPECIAL TERMS AND CONDITIONS**

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**2.1 PURPOSE**

The purpose of this Invitation to Quote (ITQ) is to secure sealed quotes for the purchase of manufacturer's certified dealer Original Equipment Manufacturer's parts, maintenance and repairs services for all Passenger Cars, Station Wagons, Vans, Pickup Trucks, Utility Vehicles, Suburban, Walk-in-Step Vans and Motorcycles, in conjunction with the County's needs on an as needed basis.

**2.2 METHOD OF AWARD**

The award will be made by group in accordance to each of the group's requirements as stated below.

**2.2.1 Group 1** - This group will be used to procure OEM/OE parts for County owned vehicles.

Award of Group 1 will be made to the five (5) responsive, responsible bidders by manufacturing brands who offer the lowest percentage (%) markup from the dealer's bare (unloaded) cost to for parts to the County, as further detailed in Section 4 and meet the qualification requirements as listed below.

**Minimum Qualifications**

- A. Bidder must supply and deliver parts to the County at a markup of no more than 25% of the Direct Manufacturer to dealer cost (bare unloaded).
- B. Bidder must be willing to supply part's bare (unloaded) cost books, digital media or other documents as may be required by the County to verify on an as requested basis.

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 Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

**2.2.2 Group 2** - This additional group will be used to procure repair/installation services to County owned vehicles by Manufacturer.

Award of Group 2 will be made to the five (5) responsive, responsible bidders by manufacturing brands who offer the highest percentage (%) discount off of the manufacturer to dealer warranty reimbursement labor rate, as further detailed in Section 4 and meet the minimums qualification listed below.

**Minimum Qualifications**

- A. Bidder must have and provide to the County a Dealer's Warranty Repair Labor Rate Reimbursement Agreement with the Manufacturer of the brand being bid, and provide the current Manufacturer to Dealer Warranty Reimbursement Labor Rate. Dealer shall supply the labor rate to the County with a discount of no less than 15% from the Rate in the dealer's current Manufacturer to Dealer Warranty Repair Labor Rate Reimbursement Agreement.
- B. Bidder must supply and deliver parts to the County at a markup of no more than 25% of the Direct Manufacturer to dealer cost (bare unloaded).

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 Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

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**2.3 TERM**

This contract shall commence on the first (1st) calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Strategic Procurement Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve (12th) month of the contract term.

**2.4 INSURANCE**

Section 1.22, Insurance Requirements, is applicable to Group 2. Bidders awarded for Group 1 are not required to comply with the Insurance Requirements of this solicitation.

**2.5 WARRANTY REQUIREMENTS**

**Group 1:** Manufacture's standard warranty on all parts.

**Group 2:** Manufacture's standard warranty on all parts and a minimum one (1) year warranty and/or 12,000 miles on all labor.

**A) CORRECTING DEFECTS OR DEFICIENCY**

Bidder(s) shall promptly correct any deficiencies, at no cost to the County, within five (5) calendar days after the County notifies the Bidder of such deficiency either verbally or in writing. If the Bidder fails to correct the defective work or replace the damaged part within the period specified, the County may, at its discretion, notify the Bidder, for the second time in writing that the Bidder may be subject to contractual default which may lead to termination if the corrections or replacements are not completed to the satisfaction of the County within the time defined in the notice to cure. If the Bidder fails to satisfactorily complete the corrections and/or replace the damaged part as detailed in the notice to cure, the County may procure the parts and/ or services from another Bidder and charge the incumbent any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**B) ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product(s) 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 part 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 Bidders' expense, to the Bidder. At the County's own option, the Bidder shall either provide a direct replacement for the part, or provide a full credit for the returned part. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.6 PRICE**

**Group 1:** Markup percentage on parts bid, is fixed and firm for the term of the contract.

**Group 2:** Percentage (%) discount off of the manufacturer to dealer warranty reimbursement labor rate bid, is fixed and firm for the term of the contract.

**2.7 BARE (UNLOADED) COST LIST**

The bidder should be required to furnish bare (unloaded) cost lists (printed or electronically) upon request from any County department at no charge during the term of this contract. This bare cost

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list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County.

**2.8 REBATES AND SPECIAL PROMOTIONS**

All rebates and special promotions, or further discount (goodwill) offered by an OEM or the awarded bidder during the term of the contract shall be passed on to the County by the awarded bidder at time of invoicing. It shall be the responsibility of the awarded bidder to notify the County of such rebates and/or special promotions during the contract term. Special promotions shall be offered by the awarded bidder to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contracted awarded discount. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

**2.9 DELIVERY – GROUP 1 ONLY**

2.9.1 The successful bidder shall provide a complete packing slip or delivery ticket or invoice with any items to be delivered in conjunction with this bid solicitation. One of the documents cited above shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The document shall include, at a 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 backorders if applicable.

2.9.2 All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes clearly beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom this contract is awarded fail to deliver items under any individual order within the delivery time stated above, the County reserves the right to cancel the specific order. If the specific order is cancelled, it is hereby understood and agreed that the bidder may be charged with any associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder from this contract. The awarded bidder shall also have the ability to allow County staff to pick-up ordered parts at the County's request.

**2.10 BACK ORDERS – GROUP 1 ONLY**

If the awarded bidders cannot deliver an ordered part in accordance with the scheduled delivery date due to a current existing backorder of that part with the bidder's manufacturer; the bidder shall ensure that such back orders are filled within three (3) business days, or as mutually agreed, from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and may charge the incumbent bidder for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder from the contract for default

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**2.11 INVOICES**

In addition to section 1.35, Invoices, awarded Bidders shall submit an invoice with each completed job, at the time that completed job is delivered back to the County. Invoices shall be directed to that attention of the shop supervisor.

Additional Invoice Requirement for ISD, Fleet Management:

**Group 1** Parts: An invoice should be provided at time of parts delivery to the shop.

**Group 2:** Repair Services: The successful bidder(s) shall submit an invoice with each completed job, at the time that completed service is delivered back to the County. Invoices shall be directed to the attention of the shop supervisor.

The invoices for repair services must contain on them the following items:

- County vehicle #
- Year
- Make
- Model
- VIN
- Current odometer reading
- Total Hourly Cost per service (total hours billed X awarded hourly labor rate).
- Awarded hourly rate to the Bidder

**2.12 REPAIR/MAINTENANCE/REPAIR SERVICES**

**A. Vehicle Initial Service Time**

Bidder(s) shall accept a County vehicle for service within 24 hours after receipt of an order from the County.

**B. Repair/Maintenance/Repair Time**

Upon request for service, the awarded vendor will be required to quote and adhere to the downtime quoted.

**C. Request for Service**

The County reserves the right to request service from awarded vendors whom:

1. Are geographically located closer to the County facility requesting the service.
2. Can provide the fastest turnaround time.
3. Provide no charge pickup and delivery service for warranty or regular repair work.

**D.** The County may require a written estimate of repairs for approval prior to the awarded vendor commencing any service work

**2.12.1** All services shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes clearly beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded Bidder(s) not be able to meet these requirements within the specified timeframe, the County reserves the right to select another awarded vendor within this group. Based on geographical, service and delivery time.

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**2.13 ADDITIONAL GROUPS, ITEMS, AND/OR SERVICES, VENDORS**

The County reserves the right to add additional groups, Items, vendors, and/or Services (with applicable qualification criteria) to the contract. If not listed within this solicitation, a new applicable qualification criteria may be apply. The Internal Services Department, Strategic Procurement Division will solicit the industry and award said group on a competitive basis.

**2.14 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation identifies some County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County departments.

**2.15 SITE INSPECTION**

The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

**2.16 STOCK LEVELS/ SHELF LIFE – GROUP 1 ONLY**

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. Only fresh stock shall be delivered to the County. The successful shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County.

**2.17 RETURNS OF PRODUCT BY THE COUNTY – GROUP 1 ONLY**

The County may return to the bidder unused parts, for full credit of the amount actually paid for any part within one (1) year of purchase. Restocking fees are not to be applied to the full credit to the County.

**2.18 RELATED EXPENSES/TRAVEL EXPENSES**

The Bidder's firm fixed costs requested in this solicitation and submitted by a Bidder, must include any costs for travel and miscellaneous expenses. No additional costs will be accepted by the County.

**2.19 ADDITIONAL WORK**

Any additional sub-contracting work required during the term of this contract, shall be charged to the County at dealer's cost, and the dealer must submit a copy of the subcontractor's invoice to the County.

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### SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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#### **3.0 SCOPE OF WORK**

This solicitation establishes a contract for the purchase of Original Equipment Manufacturer (OEM), Original Equipment (OE) and repair/installation services for Miami-Dade County vehicles.

#### **3.1 GROUPS FOR PARTS AND SERVICE**

**Group 1** - This group will be used to procure OEM, OE parts for County owned vehicles.

**Group 2** - This additional group will be used to procure repair/installation services to County owned vehicles by Manufacturer.

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