

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 7271-0/18

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID1700079
 TERM OF CONTRACT 8 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Hydraulic Parts, Supplies, and Repair Services

Description: This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of delivering/providing future pricing competition for various types of hydraulic parts, supplies, and repair services f.+or various County departments.

Issuing Department: AV, CR, FR, ID, PR, DTPW, SP, SW, WS

Contact Person: Lourdes Betancourt Phone: 305-375-4121

Estimate Cost: \$13,881,200

Funding Source: GENERAL Yes FEDERAL Yes OTHER Proprietary Fire District and Grant Funds, Internal Service Funds,

ANALYSIS

| | | | | |
|--|---|-----------------------------------|-----------------------------------|--|
| Commodity Codes: | 060-61 | | | |
| Contract/Project History of previous purchases three (3) years | | | | |
| Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history. | | | | |
| | <u>EXISTING</u> | <u>2ND YEAR</u> | <u>3RD YEAR</u> | |
| Contractors: | Pirtek Doral, Grainger, Fastenal Co, Hydradyne LLC, Swagelok Central Florida, Hydraulic Supply Co, Global Industrial Products, Hydraulic Sales and Service, Jack Lyons Truck Parts, P S Systems, Inc., Industrial Hose & Hydraulics, Miller Bearings, Hydraulic Technicians, Altekco, Inc., ALM Machine, Inc. | N/A | N/A | |
| Small Business Enterprise: | | | | |
| Contract Value: | \$13,881,200.00 | N/A | N/A | |

Comments: 15 pre-qualified vendors in pool

Continued on another page (s): YES NO

RECOMMENDATIONS

| | Set-aside | Sub-contractor goal | Bid preference | Selection factor |
|------------|-----------|---------------------|----------------|------------------|
| SBE | | | | |

Basis of recommendation:

Signed: *Lourdes Betancourt* Date sent to SBD: 04/26/2017

Date returned to DPM:

SECTION 2 – SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of delivering/providing future pricing competition for various types of hydraulic parts and repairs for various County departments. Entry into the pre-qualification pool is not a contract between the County and any member of the pool, but rather is an acknowledgement that the pool member satisfies the qualification criteria set forth below for inclusion in the pool. The hydraulic parts and repair pool will include four (4) groups: 1) Hydraulic Parts, 2) Hydraulic Repairs, 3) Hydraulic Parts (PHCD), and 4) Hydraulic Repairs (PHCD). Pre-qualified vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling vendors to qualify at any time after the initial RTQ opening date.

2.2 TERM

The pre-qualification pool will begin on the first calendar day of the month succeeding approval 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, Procurement Management Services Division, and contingent upon the completion and submittal of all required RFQ documents. The pre-qualification pool shall expire on the last day of the last month of the eighth year.

2.3 PRE-QUALIFICATION CRITERIA

Vendors shall submit all of the qualifying documents with their submittal form. However, the County may, at its sole discretion and in its best interests, allow vendors to supplement submitted documents in order to satisfy the prequalification criteria. It shall be the sole prerogative of the County to determine the number of vendors who will be included under the pre-qualification pool. During the term of the RTQ, the County reserves the right to add and/or delete pre-qualified vendors. The pre-qualification requirements, per group, are as follows:

2.3.1 GROUP 1 – HYDRAULIC PARTS

Inclusion in Group 1 will be made to the responsive, responsible Vendors who meet the qualifications set forth in this solicitation, to provide various types of hydraulic parts. These qualifications are as follows:

- A. The Vendor shall provide written proof of being a manufacturer's approved or designated distributor or stocking dealer of parts and supplies for the brands listed in the Vendor's proposal (Section 4).
- B. The Vendor must maintain an office/warehouse staffed with company representatives who can be contacted during regular working hours and who are knowledgeable on hydraulic parts and authorized to discuss matters pertaining to this contract.
- C. The Vendor must have a working fax machine and/or e-mail address available twenty-four (24) hours a day to expedite quotes.

2.3.2 GROUP 2 - HYDRAULIC REPAIRS

Inclusion in Group 2 will be made to the responsive, responsible Vendors who meet the qualifications set forth in this solicitation, to provide various types of hydraulic repairs. These qualifications are as follows:

- A. Written verifiable proof of being an established company involved in hydraulic repairs. The Vendor must have been in business for a minimum of two (2) consecutive years within the past five (5) years and two (2) years experience in hydraulic equipment repairs. The Vendor must submit the names and contact information of at least two (2) current or former clients as references, who are able to verify the Vendor's years of experience.
- B. The Vendor must have a facility with a minimum size of 3,750 square feet, which will allow a refuse packer 35 feet long, 12-1/2 ft. high x 9-1/2 ft. wide, or a trailer 42 ft. long x 12-1/2 ft. wide x 8 ft. wide to be worked on completely in an enclosed structure. In addition to this requirement, the Vendor must have a hydraulic cylinder bench at this facility to test equipment for hydraulic pumps and/or cylinders. These types of benches are used to take apart small and large cylinder assemblies. These requirements will be verified by an on-site inspection by authorized County personnel assigned to this contract.
- C. The Vendor must have a facility that provides security in the form of a fenced, locked lot, or inside of a secure building, for no less than one (1) refuse packer and one (1) trailer-sized vehicle simultaneously.
- D. The Vendor must have staffing, that may be contacted Monday thru Friday, from 8:00 a.m. to 5:00 p.m. In addition, the facility must have an operating fax machine and/or e-mail address to expedite quotes.

2.3.2.1 The awarded Vendors in Group 2 will be pre-qualified to participate in spot market purchases on an as needed when needed basis. At that time, all the pre-qualified Vendors shall be asked to submit an itemized written fixed price to the County within a 24-hour period after being contacted by the user department. The detailed quote must reflect all parts, labor and hourly rates utilized for the repair, with each item priced individually. Lump sum estimates are not acceptable. The County reserves the right to award the repair job to the lowest Vendor, or reject the quotes and obtain the required service from another source if deemed in its best interest. It shall be the sole prerogative of the County to determine whether the units are to be repaired in the awarded vendor's own shop or on County premises.

2.3.2.2 Emergency repairs may be awarded based on the availability of material, geographical location of the vendor and /or completion time, in the best interest of the County.

NOTE: VENDORS MAY BID ON GROUP 3, GROUP 4, OR BOTH (MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) PURCHASES) AND SHALL COMPLETE AND SUBMIT SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

REQUIRED DOCUMENTS LISTED BELOW FOR PHCD AND MUST BE SUBMITTED IN ORDER TO PARTICIPATE UNDER GROUPS 3 AND 4 (USE OF FEDERAL FUNDS ONLY).

2.3.3 GROUP 3 – HYDRAULIC PARTS (PHCD)

Inclusion in Group 3 will be made to the responsive, responsible Vendors who meet the qualifications set forth in this solicitation, to provide various types of hydraulic parts. These qualifications are as follows:

- A. The Vendor shall provide written proof of being a manufacturer's approved or designated distributor or stocking dealer of parts and supplies for the brands listed in the Vendor's proposal (Section 4).
- B. The Vendor must maintain an office/warehouse staffed with company representatives who can be contacted during regular working hours and who are knowledgeable on hydraulic parts and authorized to discuss matters pertaining to this contract.
- C. The Vendor must have a working fax machine and/or e-mail address available twenty-four (24) hours a day to expedite quotes.
- D. The Vendor shall complete and submit with the proposal package the following Section 3 of the HUD Act of 1968 attachments for Groups 3 and 4 only:

Pre-Award Document #00200 Section 3 Business Preference Claim form
Pre-Award Doc#00400 Section 3 Economic Opportunity & Affirmative Marketing Plan
Pre-Award Doc#00450 – Contractor Subcontractor Estimated Project Work Force Appendix B Boiler Plate Re 10-12-2016 to be submitted with proposal package.

2.3.4 GROUP 4 - HYDRAULIC REPAIRS (PHCD)

Inclusion in Group 4 will be made to the responsive, responsible Vendors who meet the qualifications set forth in this solicitation, to provide various types of hydraulic repairs. These qualifications are as follows:

- A. Written verifiable proof of being an established company involved in hydraulic repairs. The Vendor must have been in business for a minimum of two (2) consecutive years within the past five (5) years and two (2) years of experience in hydraulic equipment repairs. The Vendor must submit the names and contact information of at least two (2) current or former clients as references, who are able to verify the Vendor's years of experience.
- B. The Vendor must have a facility with a minimum size of 3,750 square feet which will allow a refuse packer 35 feet long, 12-1/2 ft. high x 9-1/2 ft. wide, or a trailer 42 ft. long x 12-1/2 ft. wide x 8 ft. wide to be worked on completely, in an enclosed structure. In addition to this requirement, the Vendor must have a hydraulic cylinder bench at this facility to test equipment for hydraulic pumps and/or cylinders. These types of benches are used to take apart small and large cylinder assemblies. These requirements will be verified by an on-site inspection by authorized County personnel assigned to this contract.
- C. The Vendor must have a facility that provides security in the form of a fenced, locked lot,

or inside of a secure building, for no less than one (1) refuse packer and one (1) trailer-sized vehicle simultaneously.

D. The Vendor must have staffing, that may be contacted Monday thru Friday, from 8:00 a.m. to 5:00 p.m. In addition, the facility must have an operating fax machine.

E. The Vendor shall complete and submit with the proposal package the following Section 3 of the HUD Act of 1968 attachments for Groups 3 and 4 only:

- Pre-Award Document #00200 Section 3 Business Preference Claim form
- Pre-Award Doc#00400 Section 3 Economic Opportunity & Affirmative Marketing Plan
- Pre-Award Doc#00450 – Contractor Subcontractor Estimated Project Work Force
- Appendix B Boiler Plate Re 10-12-2016 to be submitted with proposal package.

2.3.4.1 The awarded Vendors in Group 4 will be pre-qualified to participate in spot market purchases on an as needed when needed basis. At that time, all the pre-qualified Vendors shall be asked to submit an itemized written fixed price to the County within a 24-hour period after being contacted by PHCD. The detailed quote must reflect all parts, labor and hourly rates utilized for the repair, with each item priced individually. Lump sum estimates are not acceptable. The County reserves the right to award the repair job to the lowest Vendor, or reject the quotes and obtain the required service from another source if deemed in its best interest. It shall be the sole prerogative of the County to determine whether the units are to be repaired in the awarded vendor's own shop or on County premises.

2.3.4.2 Emergency repairs may be awarded based on the availability of material, geographical location of the vendor and /or completion time, in the best interest of the County.

2.4 INDEMNIFICATION AND INSURANCE

Section 1.22, Insurance Requirements, of the Terms and Conditions, Section A, shall remain as stated for Groups 1 and 3; and for Groups 2 and 4, Items 2 and 3 are amended as follows:

2. Commercial General Liability Insurance including Garage Keepers Legal Liability in amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

Comment [RM(1)]: Pending response from Risk.

Comment [O2]: 4-26-2017 Risk's recommended insurance language updated in RTQ.

2.5 DELIVERY REQUIREMENTS

2.5.1 For Group 1 and 3, all hydraulic parts and supplies purchased herein shall be delivered or ready for pick-up by an authorized County representative within the number of days stated in the quotation.

- 2.5.2. Should the vendor fail to deliver in the number of days stated in the quotation, the County may cancel the order with the vendor and acquire the product through another source of supply and charge the first vendor with any re-procurement costs. If the Vendor fails to honor these re-procurement costs, the County may remove that Vendor from the contract.
- 2.5.3. For Group 2 and 4, the completion date for repairs shall not exceed the number of days stated in the quotation after receipt of notice to proceed, unless written authorization by the user department is provided. Should the Vendor to whom the repair work is awarded, fail to complete the work within the number of days stated in the quotation, the County reserves the right to cancel the contract with the Vendor and to secure the services through another source of supply to complete the work. If the County exercises this authority, the County may at its option request payment from the Vendor through invoice or credit memo, for any additional costs over and beyond the original quoted prices, which were incurred by the County as result of having to secure the services elsewhere. If the Vendor fails to honor this invoice or credit memo, the County may remove that Vendor from the contract.
- 2.5.4 The Vendor must be able to provide same day delivery for stocked parts, and an acceptable delivery time for special ordered parts from manufacturer's stocks. The County shall be the sole judge of what would be a reasonable time, depending on its needs.

2.6 BACK ORDERS

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor, the vendor shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The vendor 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, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may remove the vendor from the contract.

2.7 VENDOR COMPETENCY

The County may elect to conduct a pre-award inspection of the Vendor's facility during the offer evaluation process. Offers will be considered only from Vendors which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in this solicitation, and meet the pre-qualification requirements. Vendors must demonstrate that they have sufficient financial capabilities and organization to ensure that they can satisfactorily execute the services, if awarded under the terms and conditions herein stated.

2.8 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING (GROUPS 3 AND 4)

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-300.4, Section 60-741.4, and Section 60-741.5 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.9 COMPLIANCE WITH FEDERAL STANDARDS (GROUPS 3 AND 4)

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.10 PHCD USHUD GENERAL TERMS AND CONDITIONS**A) HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**

This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

B) Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)

Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

C) General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

2.11 EXEMPTION TO CERTAIN CLAUSES (GROUPS 3 AND 4)

The contract to be awarded under this solicitation will be accessed by PHCD. As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.11 (Local Preferences), Section 1 Paragraph 1.28 (Office of the Inspector General), and Section 1 Paragraph 1.36 (County User Access Program - UAP); Section 1 Paragraph 1.44 (Small Business Contract Measures); Section 1 Paragraph 1.45 (Local Certified Veteran's Business Enterprises Preference); and Section 1 Paragraph 1.47 (First Source Hiring Referral Program).

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

Provide several Miami-Dade County departments with hydraulic parts, supplies, and repair services for equipment. Example: Automotive equipment, industrial machinery, cranes, lifts, etc.; and repairs for hose fittings, industrial pipes, etc.

3.2 PARTS

3.2.1 The County purchases a wide variety of hydraulic parts that are used for repairing light duty and heavy duty equipment. The parts proposed for purchase under this solicitation and the resulting contract are required to assist the County departments to conduct and complete repairs in an expeditious, cost-effective, and efficient manner.

3.2.2 The types of parts to be purchased include but are not limited to: seals, hoses, valves, gaskets, pumps, impellers, pistons, etc.

3.3 REPAIRS - GROUPS 2 AND 4

3.3.1 Each job will be quoted by the pre-qualified vendors on an as needed basis. The requesting department will present the equipment to the vendors for inspection and show the vendors the area(s) to be repaired. The County will not give the vendors a detailed description of the work to be performed. The awarded vendor(s) are expected to know what details must be taken into account to produce a high quality finished job meeting the best professional practices and standards in the industry.

3.3.2 The vendors shall submit their quotations by the time specified on each price quotation request. Price quotations received after the specified receipt time will not be given consideration for award.

3.3.3 The vendors shall state with their quotations the reasonable number of days it will take to repair the equipment. This statement, in writing, shall be part of the vendors' proposal to repair. Should the awarded vendor not meet the agreed repair "down time," the County reserves the right to have the equipment immediately returned with its sole liability being to pay for work already completed. The removal or delivery of County equipment from the awarded vendor's facility shall be at the vendor's expense.

3.4 ADDITIONAL EXPENSE FOR REPAIRS - GROUPS 2 AND 4

3.4.1 The vendor, after being awarded work (repairs) shall notify the department awarding the work, within 24 hours, if any additional labor or parts costs are required to complete the job. The vendor shall not perform, or bill for, any additional parts or repairs until he has received authorization from an authorized representative of the department awarding the work. The additional cost shall be itemized on a separate invoice labeled "authorized additional work", and shall be billed separately, but with the invoice covering the billing for the original quotation.

3.4.2 The vendor, after being awarded the repairs, shall notify the department of any additional "down time" required within 24 hours of receipt of the job award notice. It shall be required that the contract vendor cites good and sufficient reasons for requesting additional "down time."