DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of diagnostic and repair services, to include installation of replacement parts, for County owned vessels, engines, and trailers. Miami-Dade County has a vast variety of vessels including planning and displacement hauls powered by means of inboards, stern drives, outboard engines and air propelled.

This solicitation will also establish a pool of pre-qualified submitters for the purchase of equipment, parts, accessories and supplies on an as-needed basis. Entry into the Pre-qualification pool is not a contract between Miami-Dade County and any member of the pool, but rather an acknowledgement that the pool member satisfies the pre-qualification criteria. Pre-qualified submitters will be invited to participate in future spot market competitions. The pool shall remain open for the term of the solicitation, enabling submitters to qualify at any time after the initial solicitation opening date.

DEFINITIONS

- A. MSRP: shall refer to Manufacturer's Suggested Retail Price.
- B. OEM: shall refer to Original Equipment Manufacturer
- C. Pass thru basis: Bidders shall charge the County the same cost as charged by the supplier. A copy of the invoice shall be submitted with the Bidder's invoice for payment.
- **D.** Request for Quote (RFQ) a solicitation where pre-qualified submitters are invited to quote on specific product or service, evaluated and awarded based on lowest price.
- E. Submittal: shall refer to the form submitted in response to this solicitation.
- F. Submitter: shall refer to anyone responding to this solicitation.
- G. Work Order Proposal Request (WOPR): a solicitation issued where pre-qualified submitters are invited to quote on a specific product or service, evaluated and awarded based on best value rather than upon the lowest price.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the one-year term.

2.3 METHOD OF AWARD

A. Group I: Engine Diagnostic and Repair Services

This group will be awarded per item to the lowest priced responsive and responsible Bidder. Bidders must submit a flat fee rate for **diagnostic services** in (**Column A**), an hourly rate for **repair services** in (**Column D**), and a percentage discount for **parts** off MSRP per engine brand in (**Column H**). If a Bidder fails to submit an offer for all these services per line item its offer for that item may be rejected. The County will then calculate the total cost for diagnostic services, the total labor cost and the total cost for parts. To determine the lowest bidder per item, the County will add the totals for each of the listed services. Bidders shall also provide two references indicating that your firm has experience in providing the services that will be purchased off this group.

For Informational Purposes Bidders shall indicate:

1. If their firm is certified to provide services on engines under warranty for the brands bid. The County may request a copy of the certification before issuing a work order request.

B. Group II: Vessel Diagnostic and Repair Services

This group will be awarded by item to all responsive and responsible Bidders. In order to be considered for award, Bidders must submit an offer for both diagnostic and repair services per hull type. If a Bidder fails to submit an offer for either service per line item, its offer for that item may be rejected. Bidders shall provide two

references indicating that your firm has experience in providing the services that will be purchased off this group. The County will award each work assignment based on pricing and availability.

For Informational Purposes, bidders shall indicated:

- 1. If they have a facility in Miami-Dade County that has access to major water ways. The Bidders facility address shall be included.
- 2. If they have appropriate heavy marine lifts to handle boats up to sixty (60) feet long and up to sixty thousand (60,000) pounds for hauling and launching services. The make and model number of heavy marine lifts to be used to provide these services shall be included in the bidders' submittal.
- 3. If they have available storage space on their lot and provide the daily, weekly and monthly storage rate per foot.

C. Group III: Trailer Repair Services

This group will be awarded to the lowest priced responsive and responsible Bidder. Bidders shall provide two references indicating that your firm has experience in providing the services that will be purchased off this group.

D. Group IV: Commercial Aquatic Weed Control Vessels Repair Services

This group will be awarded per item to the lowest priced responsive and responsible Bidder. In order to be considered for award, Bidders must submit an offer for both diagnostic and repair services. If a Bidder fails to submit an offer for either service, within the line item, its offer for that line item may be rejected. Bidders shall provide two references indicating that your firm has experience in providing the services that will be purchased off this group.

E. Group V: Purchase of Equipment, Parts, Accessories, Supplies and/or Services- Prequalification

Submitters who meet the following qualifications will be placed on a list for purchase of engines, trailers, replacement parts, accessories, supplies and any other equipment and/or services not listed in this solicitation. The pre-qualified submitters will be invited to participate in subsequent Request for Quotations (RFQ).

It shall be the sole prerogative of the County as to the number of Submitters who will be included under this group. During the term of this solicitation, the County reserves the right to add or delete Submitters as it deems necessary and in its best interests.

Qualification

Submitters shall provide a list of no less than two (2) client references to whom they have successfully
provided goods or services listed on each group. The following information shall be provided: company
name, contact person, telephone number and/or e-mail address and types of goods and/or services
provided.

Bidders and/or Submitters shall provide all of the specified information listed above as proof of compliance to the requirement of each group. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement, or supply the required information.

2.4 PRICES

Prices proposed by the Bidder shall remain fixed and firm for the term of the contract.

2.5 METHOD OF PAYMENT

In addition to the general invoice requirement set forth in Section 1.0 Paragraph 1.35, the invoices shall reference the corresponding delivery/service ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

2.6 DELIVERY OF GOODS

The awarded Bidder shall deliver all goods within the time frame defined in the RFQ, WOPR and/or purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder. In these cases, the awarded

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 awarded Bidder(s) fail to deliver as stated above, the County reserves the right to cancel the order on a default basis. If the order 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 awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the awarded Bidder from the contract for default.

2.7 AUTHORIZATION TO PICKUP

Certain County employees may be authorized in writing to pick-up goods listed under this solicitation from the awarded Bidder's facility. Awarded Bidders shall require presentation of this written authorization. The awarded Bidder shall maintain a copy of the authorization. If the awarded Bidder is in doubt about any aspect of material pick-up, awarded Bidder shall contact the appropriate user department to confirm the authorization.

2.8 WARRANTY

In addition to all warranties that may be supplied by the OEM, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the period of ninety (90) days; regardless of whether the awarded Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

Bidders shall promptly correct all apparent and latent deficiencies and/or defects in work. After notification by the County, the awarded Bidder shall correct all apparent and latent faulty labor, defective material under warranty and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) business days after such notification, or otherwise indicated by the County. The Bidder shall bear all costs of such correction. If the Bidder fails to correct the work within the period specified, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services though another solicitation and charge the awarded Bidder for any additional costs that are incurred by the County for these corrections; either by deduction from the final payment owned by the Bidder, a credit memorandum or through invoicing. If the Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.9 INSURANCE

ONLY the Submitters pre-qualified under *Group V* are not required to comply with Section 1.0 Paragraph 1.22

2.10 SECURITY

Bidder(s) personnel working on-site at any Miami-Dade County facilities must have photo identification to include the full name prominently displayed at all times. The photo identification must contain the employee's full name, the Bidder's official logo or name, and a unique employee identification number.

SECTION 3 - TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK/SERVICES

These specifications cover diagnostic, replacement parts, and repair services of various types of vessels, engines and trailers. The solicitation is organized into the following groups:

GROUP I: Engine Diagnostic and Repair Services

Bidder(s) awarded under this group shall provide diagnostic and repair services to the engines and associated components including mechanical and electrical repairs, repair of prop drive shaft structures, transmission and propeller of County owned engines. The hourly rate provided for repair services shall be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost and/or price. All repairs performed shall be in accordance with OEM standards. The discount off MSRP shall be applied to every part used while repairing the engine.

GROUP II: Vessel Diagnostic and Repair Services

Bidder(s) awarded under this group shall provide services to County owned vessels. Services commonly required include: diagnostic, repair and haul out service, structural and cosmetic repairs, welding, haul cleaning, etc. The County in most instances will transport the vessels trailer to the awarded Bidder's facility. At times, the awarded Bidder may be required to pick up and/or return the vessel and trailer combination back to the County. Awarded bidders may be required to conduct sea trials, as needed, when the repairs to the vessel are completed. At the County's discretion, onsite services may be required and must be provided at a County's dry storage or wet slip location. The hourly rate provided for repair services shall be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost and/or price.

GROUP III: Trailers Repair Services

The awarded Bidder shall provide repairs including but not be limited to frame, axle, wheel/bearings, hubs, brakes, electrical, suspension, trailer coupler, torsion; etc. All trailer parts shall be paid on a pass-thru basis.

GROUP IV: Commercial Aquatic Weed Control Vessels Repair Services

The awarded Bidder(s) shall provide any needed repairs to commercial aquatic weed control vessels and/or its components. These vessels are used to control vegetation in the County's vast drainage system. The current vessels are manufactured by Aquarius Systems and Hike Metal. The hourly rate provided for repair services shall be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost and/or price.

GROUP V: Purchase of Equipment, Parts, Accessories, Supplies and Services- Prequalification

All prequalified submitters under this group will participate on spot market competitions for the purchase of new units (engines and trailers), replacement parts, components, accessories, supplies and any other service not already listed in this solicitation on an as-needed basis.

3.2 DIAGNOSTIC SERVICES

Bidders shall conduct an in-depth diagnostic including all necessary tests in order evaluate engines, components, and/or hulls. This service shall be billed at the flat rate offered. The diagnostics shall indicate if any repairs are required. The Bidder is to submit to County an estimate of the needed work for approval.

The estimate shall include at a minimum: the replacement part(s) needed and the cost of each, estimated labor hours, estimated time of project completion, and any other elements relevant to the repair service. Estimates shall be approved by the County before commencing any work. The final invoice to the County shall not exceed 10% of the awarded Bidder's original estimate.

In the event that the County does not approve the proposed work, the Bidder will be compensated for the diagnostic services at the rate provided in the Bid submittal form (Section 4). If the work is approved, the diagnostic service rate shall be waived by the Bidder.

3.3 PARTS

Parts provided under this contract shall be free from defects and guaranteed suitable for their particular designed purpose. Any part or material that has any mark up from the Bidder(s) actual cost will be rejected.

A. Equal Products and Reconditioned Parts

Equal and/or reconditioned parts must be approved by an authorized County representative prior to being used in any repair. Should an equal and/or reconditioned part be proposed, the awarded Bidder is to list the make and model number and cost of the alternate product. In addition, Bidders may be required to provide product specification sheets for the alternate product. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination. The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding.

3.4 NOTIFICATION TO BEGIN REPAIRS

The awarded Bidder shall not commence any repairs until a **Work Order** or **Purchase Order** directing the awarded Bidder to proceed with the work assignment has been received from an authorized County representative. All repairs must be completed and returned to the user department within the number of days identified in the **Request for Quote / Work Order / Purchase Order**.

3.5 COMPLETION OF WORK

Should the awarded Bidder(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its estimate, it is hereby agreed and understood that the County reserves the authority to cancel the order with the awarded Bidder and to secure the services of another awarded Bidder to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the awarded Bidder for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another awarded Bidder. If the incumbent awarded Bidder fail to honor this invoice or credit memo, the County may terminate the awarded Bidder from the contract for default.

3.6 RECORDS

Bidder(s) shall maintain a complete set of records of the inspections (scheduled and unscheduled) including inspection dates, equipment checked, pieces of equipment replaced, technicians involved, system operation and performance status, recommendations for improvement, etc. One copy of the records shall be provided to the department Project Manager per visit. Technicians shall sign records at the end of the job. These records shall be available when requested throughout the contract term. The County shall have access to these records until there is a final settlement of any claims under this contract.