

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. n/a
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2000028
 TERM OF CONTRACT: 5 Years

Requisition /Project Title: Original Equipment Manufacturer (OEM) Maintenance, Repair, and Installation Services on BMW Motorcycles

Description: The purpose of this solicitation is to establish a contract for the purchase of Original Equipment Manufacturer (OEM) parts, maintenance, repair, and installation services on BMW Motorcycles.

Issuing Department: Internal Services Department
 Contact Person: Brian Spradley
 Phone: 305-375-4706

Estimate Cost: \$200,000.00
 Funding Source:

GENERAL	FEDERAL	OTHER
		Internal Service Funds

ANALYSIS

Commodity Codes: 070-12 929-62 975-50 060-73

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>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			

Continued on another page (s): Yes No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE			Yes	
Basis of recommendation:				

Signed:	Brian Spradley	Date Sent To SBD:	03/10/2020
		Date Returned To SPD:	

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Original Equipment Manufacturer (OEM) parts, maintenance, repair, and installation services on BMW Motorcycles.

2.2 DEFINITIONS

Fully Equipped/ Established Service Center: refers to a Bidder who is an authorized service center that has sufficient financial resources, a facility with industry acceptable service equipment, and trained employees who provide services in line with the best practices used in the industry.

Hourly Labor Rate: refers to the hourly rate quoted. The hourly labor rate shall be deemed to provide full compensation to the Bidder(s) for in house and/or field service labor, equipment used, travel time and any other element of cost or price. Bidder(s) shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. Additional charges for Shop Fees, Disposal Fees, travel mileage for field service, or additional charges of any nature are forbidden except for those fees which are mandated by State of Florida Ordinance such as the tire and battery disposal fees. This rate is assumed to be at straight- time for all labor, except as otherwise noted.

Manufacturers Suggested Retail Price (MSRP) List: refers to a list that is common to, and accepted by, the industry in general. The lists must be published, properly identified, and dated as to issuance and effectiveness. For the purposes of this solicitation and bid uniformity, the acronym MSRP is intended to represent any means the manufacturer conveys to the consumer or public retail pricing. In some cases manufacturers use the following terms interchangeably: MSRP, MRP (Manufacturer Retail Price) or RP (Retail Price). Submissions based on price lists that reflect government, resale, wholesale, jobber, internet and any other non-retail pricing from the manufacturer will not be considered. The list submitted by the Bidder(s) may be confirmed by the manufacturer. Manufacturer parts are identified as and limited to any part included in the manufacturer price list published for dealerships.

Original Equipment Manufacturer (OEM): Refers to the manufacturer of the original equipment and parts manufactured directly for, or by, this company.

Original Equipment (OE): refers to the manufacturer of the original equipment and parts manufactured directly for or by this company.

Regular Work Days/Hours: refers to Monday – Friday, 7:00 AM to 5:00 PM, excluding County holidays.

2.3 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, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division (SPD). The contract shall expire on the last day of the sixtieth month.

2.4 **METHOD OF AWARD**

Award will be made to up to two lowest priced responsive, responsible Bidder(s) in the aggregate, meeting the minimum qualifications and bid submittal requirements, as defined below. To be considered, the Bidder(s) shall submit an offer on all items listed, including the hourly labor rate. If a Bidder(s) fails to submit an offer for all items, its offer may be rejected.

For evaluation purposes, the County will calculate pricing as shown in the example below:

$$\text{Labor Rate} + \text{Est. Annual Spend on Parts} = \text{Aggregate}$$

While the County intends to award more than one Bidder(s) to ensure availability, County staff shall first issue purchase orders from the awarded Bidder(s) with the lowest overall aggregate price. If the awarded Bidder(s) cannot meet the purchase order requirements, staff may then order from the next lowest awarded Bidder(s) offering the same specific service required. Staff must document any occurrence where an awarded Bidder(s) cannot meet the purchase order requirements prior to moving to the next lowest awarded Bidder(s).

2.5 **MINIMUM QUALIFICATION REQUIREMENTS**

A. Bidder(s) shall be and provide proof they are an OEM, OES, authorized resellers of parts and service center for BMW Motorcycles.

Proof from Bidder(s) who is an authorized distributor, dealer, and/or reseller may be in the form of:

- A letter or other documentation for the brand name offered, clearly showing authorization from the manufacturer to the distributor or dealer by name, and/or;
- Authorization from the distributor or dealer to the reseller with the contact information for verification purposes.
- An executed agreement, or;
- A designation on the manufacturer's distributor or dealer's website, or the distributor or dealer's reseller's website.

B. Bidder(s) shall provide proof of having at least one fully equipped and established service center located in South Florida, inclusive of Miami-Dade and Broward counties.

Proof from Bidder(s) who possess such a service center shall be in the form of the provision of a Local Business Tax Receipt confirming the location and address of this facility, as well as photos or diagrams indicating this requirement is met.

2.6 **SITE INSPECTIONS**

The County reserves the right to conduct a site inspection with SPD and the lowest responsive, responsible Bidder(s)' facility to verify the photos submitted. This is in order to determine if the Bidder(s) meet the facility requirements and indicated in section 2.5, Minimum Qualification Requirements.

2.7 **PRICES**

Parts: The MSRP discount percentage quoted, shall be fixed and firm for the term of the contract, and shall be applied to the Bidder(s) actual cost for parts. Bidder(s) shall be required to submit Parts invoice to confirm their actual cost for parts.

Labor: Prices for labor and services shall remain firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review requests for price adjustments for services only based on the Consumer's Price Index: U.S. City Average, All Urban Consumers, Motor Vehicle Maintenance & Repair, Series ID: CUSR0000SETD. It is the awarded Bidder(s)' responsibility to request pricing adjustments under this provision ninety (90) days prior to anniversary of the effective date of the contract. Adjustments shall not be in excess of the relevant pricing index change. The County reserves the right to reject any price adjustments submitted by the awarded Bidder(s).

2.8 MSRP LIST

Awarded Bidder(s) shall furnish a current and most up to date MSRP list throughout the life of the contract (published, printed, or internet-based), upon request from the County, at no additional charge. The price lists shall provide descriptive literature, technical data and service information for items awarded.

2.9 REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions, or further discount (goodwill) offered by an OEM or the awarded Bidder(s) during the term of the contract shall be passed on to the County at time of invoicing. It shall be the responsibility of the awarded Bidder(s) to notify the County of such rebates and/or special promotions during the contract term. Special promotions shall be offered by the awarded Bidder(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract 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.

2.10 METHOD OF PAYMENT

The County shall provide payments for services rendered by the awarded Bidder(s). In order for the County to provide payment, the awarded Bidder(s) shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be electronically submitted to the County department within thirty (30) calendar days after the service has been rendered. Paper or handwritten invoices will not be accepted.

It shall be understood that such invoices shall not be submitted for payment until the time service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information as stipulated in Section 1.34, in addition to the information below:

- Crediting invoices must contain originally charged invoice number as a cross-reference.
 - When appropriate, invoices shall be directed to the attention of the Shop Facility Supervisor that assigned the work or placed the order and include the name of the Bidder(s) and their FEIN.
- i. County Information:
Full name and phone number of the County employee requesting service and the name of the County Department/Division /Location requesting service.
 - ii. Pricing Information:

Unit price of the goods, services or property provided in detail to include awarded labor rate, labor hours performed, part number of items installed, and appropriate parts description.

- iii. Goods or Services Provided per Contract:
Each unique service performed must be listed as a separate line item on the invoice to include but not limited to work requested, and description of service(s) provided.
The date service was requested and the date service was completed.
- iv. Miami-Dade County Vehicle/Vessel Information:
 - Vehicle Identification Number
 - Vessel Year, Make, and Model
 - Vessel Mileage

2.11 **MAINTENANCE/REPAIR SERVICES**

- A. Vehicle Initial Service Time
Awarded 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 Bidder(s) may be required to quote an estimated timeframe to complete the service request and adhere to the downtime quoted.

2.12 **INSURANCE**

2.13 **WARRANTY**

- A. Type of Warranty Coverage Required
In addition to all other warranties that may be supplied by the manufacturer, the Bidder(s) shall warrant its product supplied for a minimum period of one-hundred and eighty (180) calendar days, or manufacturer's standard warranty, whichever is greater, after the date of installation onto a vehicle by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Bidder(s) is under contract with the County at the time of defect. Any payment by the County, on behalf of the goods and services received from the Bidder(s), does not constitute a waiver of these warranty provisions.
- B. Correcting Defects Covered Under Warranty
Awarded Bidder(s) shall promptly correct any deficiencies, at no cost to the County, within five (5) calendar days after the County notifies the Bidder(s) of such deficiency either verbally or in writing. If the Bidder(s) fails to correct the defective work or replace the damaged part within the period specified, the County may, at its discretion, notify the Bidder(s), for the second time in writing that the Bidder(s) 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(s) 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(s) 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.

C. **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 product provided by the awarded Bidder(s) 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 to the awarded Bidder(s) at no cost to the County. At the County's own option, the awarded Bidder(s) shall either provide a direct replacement for the item, or provide a full credit for the returned item. The awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.14 LABOR, MATERIAL AND EQUIPMENT

Unless otherwise provided in Section 3, Scope of Work, of this solicitation the Bidder(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.15 RELATED/TRAVEL EXPENSES

The Bidder(s) firm fixed costs provided in response to this solicitation, must include any costs for travel and miscellaneous expenses. No additional costs will be accepted by the County.

2.16 ADDITIONAL GROUPS AND/OR WORK

The County reserves the right to add additional groups (with applicable qualification criteria) to the contract, which are not listed within this solicitation. The Internal Services Department, Strategic Procurement Division will issue a supplement to include the group(s) and allow existing and additional Bidder(s) the opportunity to bid for any groups added.

Upon approval of the County, any additional work requiring completion through a subcontractor shall be charged to the County at cost. The awarded Bidder(s) shall submit a copy of the subcontractor's invoice to the County.

2.17 ADD/DELETE BIDDER(S)

During the term of the contract, the County reserves the right to request additional Bidder(s) or delete Bidder(s), at its sole discretion. Additional Bidder(s) shall meet or exceed the same bid requirements stated above. The County reserves the right to award only those Bidder(s) whose brand name and services are needed.

2.18 ADDITION OR DELETION OF ITEMS AND SERVICES

It is hereby agreed and understood that items may be added or deleted from this contract at the County's discretion. The County reserves the right to negotiate the price of any new item that may be added to the Contract at a later date.

While the County has stated the main services within this solicitation, there may be similar services that must be purchased by the County during the term of this contract. It is hereby agreed and understood that

additional services may be added to this contract at the County's discretion. Awarded Bidder(s) under this contract may be invited to submit price quotes for additional or similar services.

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SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 **SCOPE OF WORK**

This solicitation establishes a contract for the purchases of Original Equipment Manufacturer (OEM) parts, maintenance, repair, and installation services for County-owned BMW motorcycles.

3.2 **REPAIR ESTIMATES**

The Bidder(s) will provide a detailed repair estimate for all work to be performed on a motorcycle for review and approval by the County. Each repair estimate will have the following:

- Vehicle Identification Number
- Vessel Year, Make, and Model
- Vessel Mileage
- Expected number of days for completion of requested repairs
- Itemized parts list by line item
- Labor hours multiplied by awarded hourly labor rate totaling the Total Labor Cost per line item.

3.3 **PICKUP AND DELIVERY OF MOTORCYCLES**

The County will deliver and pick the motorcycles being repaired, or shall have them towed to and from the awarded Bidder(s)' place of business.



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The County will deliver and pick the motorcycles being repaired, or shall have them towed to and from the awarded Bidder(s)' place of business.

SECTION 4

SUBMITTAL FORM

Bidder(s): _____

Section 2.5	Description	Check / Submitted
	<p>A. Bidder(s) shall be and provide proof they are an OEM, OES, authorized resellers of parts or service center for BMW Motorcycles listed in Section 3.</p> <p>Proof from Bidder(s) who is an authorized distributor, dealer, and/or reseller may be in the form of:</p> <ul style="list-style-type: none">▪ A letter or other documentation for the brand name offered, clearly showing authorization from the manufacturer to the distributor or dealer by name, and/or;▪ Authorization from the distributor or dealer to the reseller with the contact information for verification purposes.▪ An executed agreement, or;▪ A designation on the manufacturer's distributor or dealer's website, or the distributor or dealer's reseller's website. <p>B. Bidder(s) shall provide proof of having at least one fully equipped and established service center located in South Florida, inclusive of Miami-Dade and Broward counties.</p> <p>Proof from Bidder(s) who possess such a service center shall be in the form of the provision of a Local Business Tax Receipt confirming the location and address of this facility, as well as photos or diagrams indicating this requirement is met.</p>	<div style="text-align: center;"> </div>

SECTION 4

SUBMITTAL FORM

Bidder: _____

Item	Hourly Labor Rate
A. <u>Repair Service</u> Estimated Annual Labor Hours: 170	Hourly Labor Rate: \$ _____ per hour
B. <u>Parts</u> Estimated Annual Spend for Parts: \$16,000	MSRP Discount Offered: _____ % <i>Copies of invoices demonstrating the cost of parts are to be submitted with billing documents.</i>

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