

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 5745-2/14-2
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQMT1900035
 TERM OF CONTRACT 6 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Bus Parts & Services

Description:

The purpose of this solicitation is to establish contract with multiple Bidders to purchase new replacement parts (parts) for transit buses for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works (DTPW) as Group 1. This solicitation will also establish a pool of pre-qualified Vendors for future price competition for other parts and services as Group 2 and Group 3, respectively, which may result in future contracts. Subsequent price competitions may supersede terms and conditions in this solicitation.

Issuing Department: DTPW
 Contact Person: Angela Mathews-Tranu
 Phone: (786) 469-5424
 Estimate Cost: 135,000,000.00
 Funding Source:
 GENERAL FEDERAL OTHER
Operating PTP

ANALYSIS

Commodity Codes: <u>060</u>			
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>
Contractor:	<u>see list attached to email</u>		
Small Business Enterprise:			
Contract Value:	\$ <u></u>	\$ <u></u>	\$ <u></u>
Comments: <u></u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

RECOMMENDATION

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	<u></u>	<u></u>	<u></u>	<u></u>
Basis of recommendation: <u>DTPW has award information on current contract.</u>				
Signed: <u>J. Lee</u>		Date sent to SBD: <u>6/18/19</u>		
		Date returned to DPM: <u></u>		

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish contract with multiple Bidders to purchase new replacement parts (parts) for transit buses for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works (DTPW) as Group 1. This solicitation will also establish a pool of pre-qualified Vendors for future price competition for other parts and services as Group 2 and Group 3, respectively, which may result in future ~~contracts~~. Subsequent price competitions may supersede terms and conditions in this solicitation.

The County will use the term Original Equipment Manufacturer (OEM) for manufacturers of transit buses and their branded parts, and the term Original Equipment Supplier (OES) for manufacturers of parts incorporated by the OEM in assembling their bus, but whose part can be identified by, and purchased from, an OES or their authorized dealer, distributor, (reseller) of the OES. When the same part is offered by an OEM and OES, DTPW may purchase OEM or OES parts at its discretion. Aftermarket manufactures' parts shall be all other transit bus parts not originally incorporated in new buses, but are replacements for OEM or OES parts.

The County, at its sole discretion, reserves the right to award or reject any Bid, or pre-qualify or reject any Vendor, their branded parts, or services offered.

2.2 TERM OF CONTRACT

The contracts and pre-qualification pools 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. The contract shall expire on the last day of the sixth (6) year.

The County intends to award two-year pricing, on a biennial schedule, for Group 1 during the term of the contract. In addition, the County intends to pre-qualify responsible Vendors for future price competition for parts and services as Group 2 and 3, respectively. Future price competitions will only be sent to pre-qualified Vendors.

2.3 METHOD OF AWARD (BY GROUP)

2.3.1. Group 1: Award of OEM, OES, and Aftermarket Parts.

Awards will be made to the lowest priced responsive, responsible Bidders on an item-by-item basis, per each year. Bidders offering pricing for the first year are encouraged, but not required to offer pricing for the second year. Pursuant to Section 1, Paragraph 1.5, the County reserves the right to reject any and all Bids on an item-by-item and per year basis, if prices are found not to be in the best interest of the County.

Responsible Bidders shall provide proof they are the OEM, OES, or Aftermarket manufacturers, or authorized resellers thereof. Proof of being a manufacturer maybe in the form of a letter on company letterhead or other company documentation. Proof from Bidders who are authorized resellers may be in the form of a letter or other documentation from the manufacturer of the brand name(s) offered,

Commented [LJ(1)]: Per Maggie on 6.07.9, County Attorney's Office instructed SPD to refer to Bidders on Bids, and Vendors on Pools.

clearly showing authorization from the manufacturer to the reseller by name, with the author's contact information for verification purposes.

DTPW shall first attempt to purchase items from the lowest priced awarded Vendor(s) in accordance with the above paragraphs. For urgent, non-stock parts needs, orders may be placed with the next lowest priced responsive and responsible Bidders when the item is not available at time of need (see paragraph 2.6) or when the lowest priced awarded Vendor and/or its product is found not meeting the terms, conditions, or specifications of the line item.

Commented [LJ(2)]: This section of method of award requires approval by SPD management.

Future award to additional Bidders is made for the convenience of the County and does not exempt the lowest priced awarded Bidder from fulfilling its contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in awarded Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the lowest priced awarded Bidder re-procurement costs.

All responsive and responsible awarded Bidders under Group 1 shall be deemed pre-qualified for future biennial or periodic pricing competition under Group 2.

2.3.2. Group 2: Pre-qualification of Vendors to purchase transit bus parts by brand name for future price competition.

Vendors shall provide proof they are OEM, OES, and Aftermarket manufacturers, or authorized resellers thereof. Proof from manufacturers maybe in the form of a letter on company letterhead or other company documentation. Proof from Vendors who are authorized resellers may be in the form of a letter or other documentation from the manufacturer of the brand name offered, clearly showing authorization from the manufacturer to the reseller by name, with the author's contact information for verification purposes. Vendors shall also provide the contact information with the list of parts they offer.

Future price competition may be in the form of an Invitation to Quote (ITQ) issued by DTPW. The County reserves the right not to pre-qualify any brand name, or remove any previously pre-qualified brand name at its sole discretion.

2.3.3. Group 3: Pre-qualification of Vendors to purchase services for future price competition.

Vendors shall provide proof they are the OEM capable of performing work, including work under warranty. Proof from OEMs maybe in the form of a letter on company letterhead or other company documentation. Vendors shall also provide the contact information with the list of services they offer

Non-OEM Vendors may provide proof they are certified or accredited to perform offered services. Proof shall be from nationally or industry recognized organization related to the transit buses.

DTPW reserves the right to award and/or pre-qualify only those Vendors whose brand names and services are needed by DTPW. During the term of the pre-qualification pool, the County reserves the right to pre-qualify additional Vendors or delete Vendors, at its sole discretion. Additional Vendors shall meet or exceed the same pre-qualification requirements stated above.

2.4 PRICES

Prices awarded for Group 1 shall be fixed and firm with no price adjustments for one or both twelve (12) month periods as may be awarded by the County. The Strategic Procurement Division (SPD) of the Internal Services Department may solicit prices for subsequent terms of twelve (12) months each, every two years. SPD reserves the right to change subsequent term periods, terms and conditions, parts lists, quantities, and specifications.

2.5 SHIPPING TERMS: F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Destination to all DTPW facility within Miami-Dade County and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative. Unless otherwise changed under future pricing competition, this same shipping term applies to Group 2 and 3.

2.6 DELIVERY SHALL BE (5) DAYS BUSINESS AFTER DATE OF ORDER

Awarded Bidders shall make deliveries within five (5) business days after the date of the order. Orders are usually transmitted via email from DTPW to awarded Bidders. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by 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 awarded Bidder. In these cases, the awarded Bidder shall notify DTPW of the delays in advance of the original delivery date to revise the delivery schedule appropriately as determined by DTPW.

Should the originally awarded Bidder(s) continually fail (as solely determined by DTPW) to deliver the item(s) in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period has been specified in this contract has lapsed. 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 Bidder with any re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.7 BACK ORDERS MUST BE FILLED WITHIN FIFTEEN (15) BUSINESS DAYS

If awarded Bidder(s) cannot deliver ordered item(s) in accordance with the scheduled delivery date due to backorders, the Bidder shall insure that such back orders are filled within fifteen (15) business days from the initial scheduled delivery date for the item. Awarded Bidders 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 Bidder, and charge the originally awarded Bidder under this contract for any associated re-procurement costs. If the awarded Bidder fail to honor these re-procurement costs, the County may terminate the contract for default.

2.8 WARRANTY

All parts purchased under this contract and pre-qualification pool shall have a minimum of one year warranty from time of acceptance by DTPW, or the manufacturer's standard warranty, whichever is longer.

Replacement parts under warranty shall be shipped to DTPW be no later days (10) business days after receipt of notification of defect from DTPW.

2.9 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER (GROUP 2 ONLY):

The awarded Bidder(s) shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within thirty (30) calendar days (unless otherwise noted within this solicitation) after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded Bidder by the County's Project Administrator. The awarded Bidder shall bear all costs of correcting such rejected work. If the awarded Bidder fails to correct the work within the period specified, the County may at its discretion, notify the awarded Bidder in writing that the awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within thirty (30) calendar days of receipt of the notice. If the awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the awarded Bidder on default, obtain the services of another awarded Bidder to correct the deficiencies, and charge the awarded Bidder for these costs; either through a deduction from the final payment owed to the Vendor or through invoicing.

2.10 QUALITY CONTROL (QC)

Award of this contract will be made to all responsible Manufacturer, Repair Service Providers, Distributors, Dealers or Retailers of parts who meets the minimum quality control requirements set forth in this solicitation by each QC Group Level. Those quality requirements are as follows;

QC Group Level for Manufacturers or Repair Service Providers

a) The Manufacturer's or Repair Service Provider's shall clearly develop an effective QC Plan to assure adequate quality throughout all areas of the contract and shall describe the methods used and means employed for implementation of the plan. The QC Plan shall ensure compliance with these requirements of the contract documents within the Manufacturer's and/or Repair Service Provider's organizations.

b) The Manufacturer's or Repair Service Provider's QC Plan shall be subject to MDC's verification at any time. Verification may include, but not be limited to, surveillance of the operations; auditing of records and activities; and inspection/testing to measure quality of the items. The plan shall ensure that all activities are performed correctly by competent personnel. Methods shall be identified for verifying the coordination of all relevant activities, including, but not limited to, designing, testing, inspection, safety, reliability, and maintainability.

c) The Manufacturer's or Repair Service Provider's QC Plan shall include: a) the organizational chart indicating lines of authority and reporting relationship including QC personnel, b) detailed QC Plan procedures (including quality inspection and testing procedures), c) a description of the record-keeping activities affecting Quality, and d) samples of the forms used to provide evidence of completed tests and inspections performed.

d) Records for all tests, audits and inspections performed, including data on conforming as well as nonconforming items shall be maintained at the site current, up to date, and available for inspection or audit by MDC at any time.

QC Group Level for Distributors, Dealers or Retailers of Parts

The vendor qualifying in this section may be an authorized dealer/retailer, or distributor and shall comply with the requirements stipulated in the method of award section of this solicitation.

a) The responsibility for providing an adequate quality process for verifying that the product provided is in accordance with the contract document and product specifications rest with the Vendor.

b) The Vendor should have in place a procedure that establishes the requirements for ensuring that contractual requirements are understood, that the requisition clearly identifies the purchase order agreements, that product deliveries are tracked to completion of schedule and quantity, and any defects found during post-delivery are resolved as identified in the contract documents.

c) The Vendor's record keeping activities affecting Quality shall be maintained at the site current, up to date, and available for inspection by MDC at any time.

2.11 INSURANCE

2.11.1 All Group 1 awarded Bidders are required to furnish insurance as a condition of award in accordance with Section 1, Paragraph 1.22, unless parts are delivered via commercial insured courier such as UPS, FedEx, etc.

2.11.2 All Group 2 Vendors awarded a future contract shall at time of award comply with Paragraph 2.11.1.

2.11.3 All Group 3 Vendors awarded a future contract shall at time of award comply with Section 1, Paragraph 1.22, and the following additional coverage:

- B. Commercial General Liability Insurance, including Garage Keepers Legal Liability, in an amount not less than \$500,000 per occurrence. Policy must be endorsed to include coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Provide OEM, OES, and Aftermarket parts and services for DTPW's bus fleet as listed in Bus Facts at a Glance table below. DTPW has identified and listed the most frequently used parts as Group 1. Group 2 and 3 shall be lists of pre-qualified Bidders of transit bus parts and services for the purpose of expediting future needs.

All parts awarded under Group 1 shall be new and genuine from the manufacturer of the brand offered.

All quantities listed for Group 1 represent the best estimate for each subsequent twelve (12) month period. Estimated quantities are not guaranteed.

3.2 BUS FLEET INVENTORY

A list of the current bus fleet inventory is listed herein a

BUS FACTS AT A GLANCE: VEHICLE BODY

ACTIVE FULL SIZE FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
1999	NABI 9900	12	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2000	NABI 2000 (2001-2020)	7	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2000	NABI 2000 (2021-2096)	23	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2002	NABI 02100 (2101-2210)	55	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2003	NABI 03100 (3100-3200)	42	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2004	NABI 04100 (4101-4209)	51	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2004	NABI 04100 (04210)	1	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2005	NABI 05100	101	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2006	NABI 06100	73	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2006	MCI 08700	11	STAINLESS STEEL	DETROIT DIESEL SERIES 60	ALLISON B500R	CARRIER	R-22	I/O
2009	NABI 09100	13	STEEL	CUMMINS ISB 280-6.7L	ALLISON EP40	THERMOKING	R 407 C	I/O
			STAINLESS					
2010	Gillig 10100	5	STEEL/ALUMINUM	CUMMINS ISB 280-6.7L	ALLISON EP40	THERMOKING	R 407 C	I/O
			STAINLESS					
2014	Gillig 14100 (14101-14130)	30	STEEL/ALUMINUM	CUMMINS ISB 280-6.7L	ALLISON EP40	THERMOKING	R 407 C	I/O
			STAINLESS					
2014	Gillig 14100 (14131-14135)	5	STEEL/ALUMINUM	CUMMINS ISL 280-8.9L	ALLISON B400R	THERMOKING	R-134A	I/O
2015	NABI 15100 (15101-15115)	15	STEEL	CUMMINS ISL 280-8.9L	ALLISON B400R	SUTRAK	R-134A	I/O
			STAINLESS					
2016	Gillig 16100 (16101-16105)	5	STEEL/ALUMINUM	CUMMINS ISL 280-8.9L	ALLISON B400R	THERMOKING	R-134A	I/O
			CARBON					
2018	NEWFL 18100 CNG	169	STEEL/FERRITIC	CUMMINS ISL 2010 G	ALLISON B400R	THERMOKING	R 407 C	VANSCO
			STAINLESS STEEL					
2019	NEWFL 19100 CNG	37	CARBON	CUMMINS ISL 2010 G	ALLISON B400R	THERMOKING	R 407 C	VANSCO
			STEEL/FERRITIC					
2019	NEWFL 19100 CNG (19111-19135)	15	CARBON	CUMMINS ISL 2010 G	VOITH	THERMOKING	R 407 C	VANSCO
			STEEL/FERRITIC					
			STAINLESS STEEL					

TOTAL FULL SIZE FLEET 670

ACTIVE ARTICULATED FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
2009	NEWFL 09500	25	STEEL	CUMMINS ISL 330-8.9L	ALLISON EP50	THERMOKING	R 407 C	VANSCO
2015	NABI HYBRID 15500	43	STEEL	CUMMINS ISL 330-8.9L	ALLISON EP51	THERMOKING	R 407 C	I/O
2016	NEWFL 16500 HYBRID	11	STEEL	CUMMINS ISL 330-8.9L	ALLISON EP50	THERMOKING	R 407 C	VANSCO
2017	NEWFL 17500 HYBRID	10	STEEL	CUMMINS ISL 330-8.9L	ALLISON EP50	THERMOKING	R 407 C	VANSCO

TOTAL ARTICULATED FLEET 89

ACTIVE MINI SIZE FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
2012	Gillig 12300	3	STAINLESS STEEL/ALUMINUM	CUMMINS ISL 280-8.9L	ALLISON B400R	THERMOKING	R-134A	I/O

TOTAL MINI SIZE FLEET 3

CONTINGENCY FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
1999	NABI 9900	6	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2000	NABI 2000 DIESEL	6	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-23	I/O

TOTAL CONTINGENCY FLEET 12

TOTAL FLEET 774

SEND THESE FORMS TO BIDSUNC TO CREATE AS WEBFORM

GROUP 1

2.X.X (Parts Department)
Parts Department Manager: _____ Parts Department's Address: _____ Phone No.: _____ Facsimile No.: _____ E-mail: _____

2.X.X Brand Names Offered In Alphabetical Order (Please print clearly the complete and official band name. See sample list in Section 3, Group 1)	OEM /OES/ Manufacturer letter on company letterhead (Yes / No)	Authorization to sell is required by OEM/OES/ Manufacturer, Remanufacturer (Yes / No)
1.	Y/N	Y/N
2.	Y/N	Y/N
3.	Y/N	Y/N
4.	Y/N	Y/N
5.	Y/N	Y/N
6.	Y/N	Y/N
7.	Y/N	Y/N
8.	Y/N	Y/N
9.	Y/N	Y/N
10.	Y/N	Y/N
11.	Y/N	Y/N
12.	Y/N	Y/N
13.	Y/N	Y/N
14.	Y/N	Y/N
15.	Y/N	Y/N

GROUP 2

2.X.X (Service Department)
Service Department Manager: _____ Service Department's Address: _____ Phone No.: _____ Facsimile No.: _____ E-mail: _____

2.X.X Repair(s) / Service(s) Offered	OEM /OES/ Manufacturer's authorization letter on company letterhead (Yes / No)	Accreditation and/or Certification for service offered
1.	Y/N	
2.	Y/N	
3.	Y/N	
4.	Y/N	
5.	Y/N	
6.	Y/N	
7.	Y/N	
8.	Y/N	
9.	Y/N	
10.	Y/N	
11.	Y/N	
12.	Y/N	
13.	Y/N	
14.	Y/N	
15.	Y/N	