

## Rev 1

## **SECTION 2 – SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of providing future spot market pricing quotations for various types of rental trailers and utility vehicles 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 pre-qualification criteria set forth below for membership in the pool. Pre-qualified bidders will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling bidders to qualify at any time after the initial RTQ opening date.

### **2.2 EIGHT (8) YEAR 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 eight (8) year period.

### **2.3 METHOD OF AWARD (PRE-QUALIFICATION)**

Vendor Pre-qualification of this RTQ will be made to responsive and responsible bidders who meet the pre-qualification criteria. Bidders must be regularly engaged in the business of renting various types of large capacity/passenger vehicles and storage equipment. All Bidders must submit the following:

- Copy of the current and previous 2 years Local Business Tax Receipts
- Articles of Incorporation or copies of the last three years profit and loss statements
- Three (3) business reference letters, must state length of relationship, and relevant rental services
- Current inventory list of all rental containers, trailers, trucks, and vans
- Provide a dedicated employee to serve as our contact for expedited quoting and contract maintenance; must list name, title, email, phone, and fax

Bidders who've successfully completed the bid submittal process, forms and submitted all of the qualifying documents listed above, shall then be deemed pre-qualified to participate in subsequent spot market pricing competitions as required by the County, either on an as-needed or periodic basis.

When such spot market quotes are initiated, the pre-qualified bidders shall be invited to offer a fixed price for a specific individual rental, or a specific rental period. The bidder who offers the lowest fixed price shall be awarded for the specific period and specific equipment.

The award to one bidder for a specific period or individual action does not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific rentals. It shall be the sole prerogative of the County as to the number of bidders who will be initially included, and subsequently added to this RTQ.

During the term of this contract, the County reserves the right to add or delete bidders as it deems necessary in its best interests. If the County elects to add bidders, they must meet the same minimum qualification criteria established, herein.

Spot market pricing competitions may be initiated by either the using County department or by the Procurement Management Division. In general, written spot market quotes will be gathered from at least four (4) vendors whenever possible. The quotation procedures specific to this RTQ are as follows:

- The County department will fax or email a request for quotes for the rental of the specific equipment and the specific time that the equipment is needed.
- Each bidder receiving a request for quote shall offer a fixed price for the rental of the equipment as specified. Prices must be faxed or emailed to the County department as stated in the invitation to quote form. The County department may request pricing for daily, weekly, and monthly rates. In the event the department exceeds the daily time frame, then the weekly or monthly rates quoted shall apply.
- In the event there is an unforeseen are urgent and immediate need for the rental of equipment by any County department, the department may select the first available vendor by proximity and time.

#### **2.4 PRICES SHALL BE FIXED AND FIRM DURING EACH RENTAL TERM**

If a bidder is awarded a contract under this RTQ, the prices proposed by the bidder shall remain fixed and firm during the term of the rental agreement.

#### **2.5 DELIVERY AND REMOVAL OF EQUIPMENT**

Bidders must furnish rental equipment within two (2) calendar days after receipt of order. In case of an emergencies and or natural disasters the bidders must give priority to the County's requests for rental of equipment.

The bidder agrees to retain the equipment at the designated County premise for an additional one (1) calendar day after the termination of the rental period, at which time, the equipment shall be removed from the premises. The vendor shall be allowed to invoice the effected County department for this additional period on a pro-rated basis.

#### **2.6 COUNTY ACCEPTANCE**

Rentals being provided and delivered to the County, must be in full compliance with the specifications and requirements set forth in this RTQ. All rental equipment and rental vehicles shall be late model, no more than two (2) model years from most recent model available, and the bidder must include the model year on each quote. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

If a rental is determined to not meet the specifications and requirements of this RTQ, either prior to acceptance or upon initial inspection, the equipment will be returned, at the bidder's expense. At the County's own option, the bidder shall either provide a direct replacement for the equipment, or provide a full credit. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.7 AUTHORIZATION TO PICK UP RENTAL EQUIPMENT**

Miami-Dade County may authorize employees to pick-up rental equipment against a purchase order/release issued to the successful bidder by the County Department requiring the rental service. If the bidder is in doubt about the authenticity of the person picking up the rental equipment; the bidder shall contact the designated person whose name appears in the purchase order/release form at the telephone number stated in the form.

**2.8 EMERGENCY SERVICE**

All rental containers, trailers, trucks, and vans listed in this request to qualify (RTQ), and requested by a Miami-Dade County user department will have first priority for fulfillment, by all awarded bidders, during a natural disaster or any unforeseen emergency. The County reserves the right to rent various equipment from bidders not awarded under this contract in the event of a natural disaster or an unforeseen emergency.

**2.9 AVAILABILITY TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and rent any and all equipment specified herein from the successful bidder(s).

**2.10 METHOD OF PAYMENT**

The County shall provide periodic payments for services rendered by the bidder. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service. All invoices shall contain the following basic information:

**I. Bidder Information:**

- The bidder's registered business name and FEIN
- Date of invoice
- Invoice number

**II. County Information:**

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- County Department and Name of County employee authorizing purchase

**III. Pricing Information:**

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

**IV. Goods or Services Provided per Contract:**

- Description, Model Year, Quantity

**V. Delivery Information:**

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

**VI. Failure to Comply:**

- Failure to submit invoices in the prescribed manner will delay payment

**2.11 INDEMNIFICATION AND INSURANCE (TBD - risk management to advise)**

Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidder or its employees, agents, servants, partners principals or subcontractors. Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The bidder shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance, if applicable (i.e.-vendor-provided operators), for all employees of the vendor, as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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.**
- C. Automobile Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates must indicate no modification or change in insurance can be made without thirty (30) days advance notice to the certificate holder.

### **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK: EQUIPMENT AND VEHICLE SPECIFICATIONS**

Rentals of various types of containers, trailers, trucks, and vans for Miami-Dade County departments. The equipment and/or vehicles shall not be any older than two model years from the most recent model available as described in Section 2.6. The vehicles shall have low mileage, neat and clean in appearance, and in good operating conditions, complete with air-conditioning, automatic transmission, radio, power brakes, and power steering. Participating County Departments will seek rental quotes for different classes of vehicle/equipment as follows:

##### **Group 1: Buses and Vans**

Gasoline powered Box Van, side and rear doors, with Power Tailgate	15 ft	18 ft	20 ft	24 ft	
Gasoline powered Box Van, side and rear doors	15 ft	18 ft	20 ft	24 ft	
Diesel power Dry Van, side and rear doors, with Power Tailgate	15 ft	18 ft	20 ft	24 ft	
Diesel power Dry Van, side and rear doors	15 ft	18 ft	20 ft	24 ft	
Refrigerated Van, side and rear doors, with Power Tailgate	15 ft	18 ft	20 ft	24 ft	
Refrigerated Van, side and rear doors	15 ft	18 ft	20 ft	24 ft	
Parcel Van	12 ft	14 ft	16 ft	18 ft	20 ft
Small Capacity Bus, various passenger configurations	15 ppl	20 ppl	25 ppl	30 ppl	

##### **Group 2: Trailers and Trucks**

Refrigerated Truck, side and rear doors, with Power Tailgate	14 ft	16 ft	18 ft	20 ft	24-26 ft
Refrigerated Truck, side and rear doors	14 ft	16 ft	18 ft	20 ft	24-26 ft
Stake Body Truck, with Power Tailgate	15 ft	18 ft	20 ft	24 ft	
Stake Body Truck	15 ft	18 ft	20 ft	24 ft	
Pick-Up Truck, with Power Tailgate	1/2 ton	3/4 ton	1 ton		
Pick-Up Truck	1/2 ton	3/4 ton	1 ton		
Storage Equipment, Container, delivery and pickup included	20 ft	40 ft			
Storage Equipment, Trailer, delivery and pickup included	20 ft	40 ft			

**Other types of storage equipment or transport vehicles may be included, per inventory (list all in Section 4).**

#### **3.2 MAINTENANCE AND RENTAL REQUIREMENTS**

The successful bidder of each rental transaction will provide all maintenance and service to the said vehicle or equipment in a safe and first class operating condition during the course of the rental. The bidder shall stipulate in writing (at the beginning of the rental period), the time periods or mileage intervals that the vehicle or equipment is due for preventive maintenance including the location, days and hours where the services are available for maintenance. The successful bidder will also furnish each County Department which retains its services, a set of procedures to be followed when the rental experiences mechanical issues or other problems.

The successful bidder of each rental term shall conduct all administrative details with the County Department retaining its services. Copies of all tags, licenses, registrations, etc., shall be sent to the County Department to be kept with the rental equipment and or vehicle.

### 3.3 REPLACEMENT

When a vehicle and/or equipment is out of service due to mechanical breakdown, repairs, accident, preventive maintenance or any other reason(s) that is not due to any fault or negligence of Miami-Dade County personnel, the lessor shall furnish a replacement at no additional cost. Replacement vehicles must be of equal or an upgrade to the unit being replaced. The lessor will issue credit to the County department for downgraded rentals. If the vehicle and/or equipment are out of service due to the damage or disability which is the fault of Miami-Dade County, the County shall be responsible for the payment of the said vehicle for a reasonable length of time until repairs or other disposition can be made. When the lessor furnishes the replacement vehicle, the County shall then pay for both vehicles at the contract rate, until repairs or other dispositions of the out of service vehicle are made. The reasonable length of time shall be determined by mutual agreement between the lessor and the County.

