

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract **OTR** **Sole Source** **Bid Waiver** **Emergency** Previous Contract/Project No. 7543-5/14-5

Re-Bid **Other** LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID1400087 TERM OF CONTRACT: 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: HYDRAULIC PARTS/REPAIR SERVICE

Description:

The purpose of this solicitation is to establish a contract for the purchase of hydraulic parts and repair service for vehicles, commercial and industrial machinery, and equipment.

Issuing Department: ISD's Fleet Division Contact Person: Rey Llerena Phone: 305-375-2299

Estimate Cost: \$1,900,000.00 Funding Source: GENERAL FEDERAL OTHER IS Fund

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>
Contractor:	Technicians, Inc., Altekco, Inc		
Small Business Enterprise:			
Contract Value:	\$624,500.00/year	\$	\$
Comments:			

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of recommendation:

Signed: *Courdes Betancourt, CPPB* Date sent to SBD: 4/14/2014

Date returned to ISD/PM:

RECEIVED
 DEPT. BUSINESS DEV.
 2014 APR 14 PM 5:20

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

The purpose of this solicitation is to establish a contract for the purchase of hydraulic parts and repair service for vehicles, commercial and industrial machinery, and equipment.

The solicitation is organized into the following two (2) groups:

Group 1 Hydraulic Parts for Vehicles and Equipment

Group 2 Hydraulic Cylinder Repair and Rebuilding Services.

Group 3 Hydraulic Pump, Motor, and Valve Repair and Rebuilding Services.

Group 4 Hydraulic Parts Brand for purchase of Hydraulic Repair Services for Vehicles and Equipment

Group 5 Pre-Qualified Bidders for Spot Market Quotes

2.2 TERM OF CONTRACT

This contract will 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 Purchase Order issued by the County's Internal Services Department, Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. This contract and pool shall remain in effect for five (5) years and shall expire on the last day of the last month of the five-year period.

2.3 OPTION TO RENEW

Intentionally Omitted.

2.4 METHOD OF AWARD**2.4.1 For Parts Only**

Group 1 – Purchase of Hydraulic Parts by brand for vehicles, commercial and industrial machinery, and equipment under this contract will be made to the three (3) lowest priced responsive, responsible Bidders who offer the highest price discounts off the manufacturer's suggested retail price (MSRP). The Bidder offering the highest discount per brand, and where the lowest price is obtainable, shall be designated as the primary Bidder and the Bidder offering the second highest discount per brand, and where the second lowest price is obtainable, shall be designated the secondary Bidder, and the Bidder offering the third highest discount per brand, and where the third lowest price is obtainable, shall be designated the tertiary Bidder.

While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the County will award within this group by brand to the designated lowest Bidder as the primary Bidder, to the designated second lowest Bidder as the secondary Bidder and to the designated third lowest Bidder as the tertiary Bidder. If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform the service identified in this group. If the primary Bidder cannot perform, the County shall have the option to seek the identified services from the secondary and/or tertiary Bidder.

To be considered for award in this group the Bidder must have a minimum of \$ 30,000.00 in inventory. The awarded Bidder should provide an inventory report showing their value of inventory.

If the County exercises this right, the primary awarded Bidder shall have the primary responsibility to initially perform the service identified in this group. If the primary Bidder cannot perform, the County shall have the option to seek the identified services from the secondary and tertiary awarded Bidders respectively.

2.4.2. Group 2: Repair and Rebuilding Services for Hydraulic Cylinders

Award of labor and parts by brand will be made to the three (3) lowest responsive, responsible Bidders by brand who offered the lowest Labor Rate per hour (Column H) and percentage discount for parts (Column C) when added in the aggregate on an item by item basis within each group (Total of Column C + Total of Column H) and who meet the facility requirements listed below. Bidders must offer pricing for labor and parts. To compute and evaluate the labor rate the Bidder will specify their current posted retail shop labor rate (Column D) and the discount offered to the County from that labor rate (Column F). The discount percentage offered will remain fixed for the entire term, including any options to renew which the County may exercise.

Example:

<u>Column A</u>		<u>Column B</u>		<u>Column C</u>	
<u>Estimated Costs</u>		<u>Discount from MSRP</u>		<u>Total cost after discount</u>	
\$89,300.00	X	10%	=	\$8,930.00	\$80,370.00
<u>\$ 8,930.00</u>					

\$80,370.00 figure to be inserted in Column C.

<u>Column D</u>		<u>Column E</u>		<u>Column F</u>
<u>Posted Shop Labor Rate</u>		<u>Estimated Labor hours</u>		<u>Discount from Posted Labor Rate</u>
\$150.00 - \$15.00= \$135.00		23		10%
X 10% (Column F)				
\$15.00				

<u>Column G</u>		<u>Column H</u>		<u>Aggregate Total (Parts & Labor)</u>
<u>Labor Rate offered to County</u>		<u>Estimated Labor Hours</u>		\$80,370.00 (Column C) Parts
\$135.00		<u>Multiplied by Labor Rate</u>		+\$ 3,105.00 (Column H) Total Labor
x 23 Column E		\$3,105.00		\$83,475.00
\$3,105.00 Column H				

While the award will be made to multiple Bidders by brand to assure availability, the first opportunity to perform will be given to the Bidder who is expected to result in the lowest total price to the County for the work required. (i.e.; parts, components and labor or a labor intensive installation which cost of labor exceeds the cost of parts).

Facility Requirements:

- a. The Bidder shall have at least one service facility located in South Florida Area (defined as Miami-Dade, Broward, Palm Beach and Monroe Counties).

- b. The Bidder shall be regularly engaged in the business of repairing and rebuilding hydraulic cylinders. Two (2) references shall be listed in the Bidder's submittal. The references listed shall be from customers that are currently receiving or have received from the Bidder in the past three (3) years the items described in this group. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided these items that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.
- c. The Bidder must have a fully equipped and established repair facility that will be verified by an on-site inspection.
- d. The Bidder's facility must have a hydraulic cylinder bench capable of producing a minimum of 40,000 ft. lb. of fastener torque to handle the disassembly, honing, and re-assembly of the hydraulic cylinder size and capabilities below:
 - 1. Hydraulic cylinders up to and including twelve inch (12") bore diameter and sixteen feet (16') in length single stage cylinders.
 - 2. The bench must also have the capability of repairing multiple stage type cylinders found in dump truck, waste transfer trailers, refuse trucks, etc. that may exceed 40 ft. in length when fully extended.
 - 3. Hydraulic cylinder testing capability after repair and reassembly up to and including 3,500 PSI.
 - 4. Must have a lathe, milling equipment, and welding equipment use to repair and/or fabricate hydraulic rods, and repair hydraulic cylinder barrels.

2.4.3 Group 3: Repair Services for Hydraulic Pumps, Motors, Valves and Actuators

Award of labor and parts by brand will be made to the three (3) lowest responsive, responsible Bidders by brand who offered the lowest Labor Rate per hour (Column H) and percentage discount for parts (Column C) when added in the aggregate on an item by item basis within each group (Total of Column C + Total of Column H) and who meet the facility requirements listed below. Bidders must offer pricing for labor and parts. To compute and evaluate the labor rate the Bidder will specify their current posted retail shop labor rate (Column D) and the discount offered to the County from that labor rate (Column F). The discount percentage offered will remain fixed for the entire term, including any options to renew which the County may exercise.

Example:

Column D	Column E	Column F
Posted Shop Labor Rate	Estimated Labor hours	Discount from Posted Labor Rate
\$150.00 - \$15.00= \$135.00	23	10%
X 10% (Column F)		
\$15.00		
s		
Column G	Column H	Aggregate Total (Parts & Labor)
Labor Rate offered to County	Estimated Labor Hours	\$80,370.00 (Column C) Parts
\$135.00	Multiplied by Labor Rate	+\$ 3,105.00 (Column H) Total Labor
x 23 Column E	\$3,105.00	\$83,475.00
\$3,105.00 Column H		

While the award will be made to multiple Bidders by brand to assure availability, the first opportunity to perform will be given to the Bidder who is expected to result in the lowest total price to the County for the work required. (i.e.; parts, components and labor or a labor intensive installation which cost of labor exceeds the cost of parts).

Facility Requirement:

- a. The Bidder shall have at least one service facility located in South Florida Area (defined as Miami-Dade, Broward, Palm Beach and Monroe Counties).
- b. The Bidder shall be regularly engaged in the business of repairing hydraulic pumps, motors, valves and actuators. Two (2) references shall be listed in the Bidder's submittal. The references listed shall be from customers that are currently receiving or have received from the Bidder in the past three (3) years the items described in this group. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided these items that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.
- c. The Bidder must have a fully equipped and established repair facility that will be verified by an on-site inspection.
- d. The Bidder's facility must have a hydraulic pump and motor dynamometer, hydraulic valve test bench and the following capabilities below:
 - 1. The dynamometer must have a minimum 50 HP electric motor rating and be capable of fully testing pumps and motors producing up to and including 3,500 PSI of pressure and measuring flow output of these pumps and motors
 - 2. The dynamometer must be capable of testing fixed displacement pumps, multiple stage pumps, and variable load compensation/displacement pumps.
 - 3. Must have a test bench capable of testing hydraulic valves for flow and function.
 - 4. Must have meters to measure all aspects of pump motor and valve performance and function.

2.4.4. Group 4: Hydraulic Repair Service for Vehicles and Equipment

Award of labor and parts by brand will be made to the three (3) lowest responsive responsible Bidders by brand who offered the lowest Labor Rate per hour (Column H) and percentage discount for parts (Column C) when added in the aggregate on an item by item basis within each group (Total of Column C + Total of Column H) and who meet the below facility requirements. Bidders must offer pricing for labor and parts. To compute and evaluate the labor rate the Bidder will specify their current posted retail shop labor rate (Column D) and the discount offered to the County from that labor rate (Column F). The discount percentage offered will remain fixed for the entire term, including any options to renew which the County may exercise.

Example:

Column D	Column E	Column F
Posted Shop Labor Rate	Estimated Labor hours	Discount from Posted Labor Rate
\$150.00 - \$15.00= \$135.00	23	10%

X 10% (Column F)
\$15.00

Column G	Column H	Aggregate Total (Parts & Labor)
Labor Rate offered to County	Estimated Labor Hours	\$80,370.00 (Column C) Parts
\$135.00	Multiplied by Labor Rate	+\$ 3,105.00 (Column H) Total Labor
x 23 Column E	\$3,105.00	\$83,475.00 \$3,105.00 Column H

While the award will be made to multiple Bidders by brand to assure availability, the first opportunity to perform will be given to the Bidder who is expected to result in the lowest total price to the County for the work required. (i.e.; parts, components and labor or a labor intensive installation which cost of labor exceeds the cost of parts). The County reserves the right to consider geographic concerns and/or free transportation services to the County in its determination of the lowest expected cost when orders are placed by the County Departments.

Facility Requirement:

- a. The Bidder shall have at least one service facility located in South Florida Area (defined as Miami-Dade, Broward, Palm Beach and Monroe Counties).
- b. The Bidder shall be regularly engaged in the business of repairing hydraulic equipment. Two (2) references shall be listed in the Bidder's submittal. The references listed shall be from customers that are currently receiving or have received from the Bidder in the past three (3) years the items described in this group. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided these items that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.
- c. The Bidder must have a fully equipped and established repair facility that will be verified by an on-site inspection.
- d. The Bidder must have a facility of adequate size to allow a vehicle 35 feet long, 12-1/2 ft. high x 9-1/2 ft. wide to be worked on in an enclosed structure.
- e. The Bidder's facility must have security in the form of a fenced, locked lot, or be inside a secure building or compound, to allow for the storage of no less than four (4) vehicles cited in d above, during repairs.

The County reserves the right to verify the information submitted by the Bidder and to obtain and evaluate additional information, as it deems necessary.

Award to multiple Bidders is made for the convenience of the County and does not exempt the primary awarded Bidder from fulfilling its contractual obligations. Failure of any awarded Bidder(s) to perform in accordance with the terms and conditions of the contract may result in the awarded Bidder(s) being deemed in breach of contract. The County may terminate the contract for default and charge the awarded Bidder(s) re-procurement costs, if applicable.

All Bidders are required to provide Original Equipment Manufacturer (OEM) Manufacturer's Suggested Retail Price (MSRP) pricing catalogs or their pricing catalogs with the bid submittal. Bidder may submit three (3) hard copies of these catalogs or electronic file format or other County approved equivalent.

While the method of award prescribes the method for determining the lowest responsive, responsible Bidder, the County will award each group to the designated lowest Bidder as the primary Bidder and to the designated second lowest Bidder as the secondary Bidder and the third lowest Bidder as the tertiary awarded Bidder respectively. If the County exercises this right, the primary awarded Bidder shall have the primary responsibility to initially perform the service identified in this group. If the primary Bidder cannot perform, the County shall have the option to seek the identified services from the secondary and tertiary awarded Bidders respectively.

2.4.5. Group 5: Pre-Qualified Bidders for Spot Market Quotes for Groups 1 through 4:

Spot market purchases will be initiated for additional items not awarded in the contract. Spot market quotes will be requested for additional items corresponding to a group from all pre-qualified Bidders under that group. Pre-qualified Bidders under each corresponding group will be invited to offer a fixed price for a specific purchase, or a specific purchasing time period. The pre-qualified Bidder offering the lowest fixed price shall be awarded the order, provided that the item proposed by Bidder meets the specifications and requirements.

The award of the order to one Bidder does not preclude the ability of the remaining pre-qualified Bidders from submitting offers for other orders as requested by County departments.

The pre-qualification requirement for each category is as follows:

Group 1: Hydraulic Parts for Vehicles and Equipment. To be prequalified in this group, the Bidder must meet the minimum requirement as specified in Section 2, Paragraph 2.4.1.

Group 2: Repair and Rebuilding Services for Hydraulic Cylinders. To be prequalified in this group, the Bidder must meet the minimum requirement as specified in Section 2, Paragraph 2.4.2.

Group 3: Repair Services for Hydraulic Pumps, Motors, Valves and Actuators. To be prequalified in this group, the Bidder must meet the minimum requirement as specified in Section 2, Paragraph 2.4.3.

Group 4: Hydraulic Repair Service for Vehicles and Equipment. To be prequalified in this group, the Bidder must meet the minimum requirement as specified in Section 2, Paragraph 2.4.4.

2.5 PRICES

Percentage discount offered for the purchase of parts shall be firm and fixed for the term of the contract.

Percentage discount offered for parts and labor for Groups 2, 3, and 4 shall remain fixed and firm for the term of the contract. The shop labor rate shall be 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 price adjustments for the shop labor rate only based on the Producer's Price Index listed below:

Producer Price Index Commodities Data – Series ID: WPU5511 Group: Repair and maintenance services (partial) Item: Commercial and industrial machinery and equipment repair and maintenance.

It is the awarded Bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current one-year period. This adjustment request

shall not be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index including all months designated as preliminary available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

2.6 INDEMNIFICATION AND INSURANCE (2) - TOWING AND AUTOMOTIVE REPAIR SERVICES FOR GROUPS 2, 3 AND 4 ONLY

Awarded 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 awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Awarded 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. Awarded Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by awarded 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 awarded Bidder shall furnish to the Internal Services Department / Procurement Management Services, 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 for all employees of the awarded Bidder as required by Florida Statute 440.
- B. 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.
- C. 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.

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 "A" as to management, and no less than "Class VII" as to financial strength, 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 Financial Services.

NOTE CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128-1989

Compliance with the foregoing requirements shall not relieve the awarded Bidder of his liability and obligation under this section or under any other section of this agreement.

The awarded Bidder shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the awarded Bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the awarded Bidder to provide the required certificate of insurance within fifteen (15) business days, may result in the awarded Bidder being deemed non-responsible and the issuance of a new award recommendation.

The awarded Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the awarded Bidder in accordance with Section 2.3 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the awarded Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the awarded Bidder in accordance with Section 2.4 of this solicitation.

Bidders supplying parts only are exempt from the insurance requirements.

2.7 SERVICES FOR OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar good/services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative may contact three (3) awarded Bidder(s) to obtain a price quote for similar goods/services. The County reserves the right to award these similar goods/services based on the lowest price quoted, or acquire the services through a separate solicitation.

2.8 WARRANTY SHALL BE (30) CALENDAR DAYS (APPLIES TO GROUP 2):

WARRANTY

A. Minimum parts warranty for Group # 1 shall be 180 day from date of installation by the county. Longer warranties offered by the Manufacturered should not be diminished by this requirement.

B. Type of Warranty Coverage Required Group 2, 3,4 and 5

In addition to all other warranties that may be supplied by the awarded Bidder, the awarded Bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of 180calendar 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 full period identified above; 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.

B.1. Correcting Defects Covered Under Warranty

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the awarded Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.9 DELIVERY REQUIREMENTS

2.9.1 For Group No. 1, all hydraulic parts and supplies purchased herein shall be delivered or made ready on request for pick-up by County Personnel within twenty-four (24) hours for equipment that is out of service and forty eight (48) for stock orders.

2.9.2 For Group No. 2, 3, 4 and 5 the completion date for repairs shall not exceed the number of days of downtime stipulated with the quote, unless written authorization by Internal Services Department's Fleet Management Division is provided. Should the Bidder to whom the repair work is awarded, fail to complete the work within the number of days stated in the Invitation to Quote (ITQ), the County reserves the right to cancel the order with the awarded Bidder and secure these services through another source to complete the work.

2.10 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) CALENDAR DAYS

If the awarded Bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the awarded Bidder's manufacturer or distributor; the awarded Bidder shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The awarded Bidder 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 awarded Bidder under this contract for any directly associated re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may remove the awarded Bidder from the contract.

2.9 DELIVERY REQUIREMENTS

2.9.1 For Group No. 1, all hydraulic parts and supplies purchased herein shall be delivered or made ready on request for pick-up by County Personnel within twenty-four (24) hours.

2.9.2 For Group No. 2, the completion date for repairs shall not exceed the number of days of downtime stipulated with the quote, unless written authorization by Internal Services Department's Fleet Management Division is provided. Should the Bidder 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 order with the awarded Bidder and to secure the services through another source to complete the work.

2.10 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) CALENDAR DAYS

If the awarded Bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the awarded Bidder's manufacturer or distributor; the awarded Bidder shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The awarded Bidder 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 awarded Bidder under this contract for any directly associated re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may remove the awarded Bidder from the contract.

2.11 PURCHASE OF OTHER ITEMS NOT LISTED ON MANUFACTURER'S PRICE LIST BASED ON PRICE QUOTES:

During the term of the contract, the County may have a need to purchase an item that is not listed on the manufacturer's price lists of any of the awarded Bidders. Under these circumstances, a County representative will contact all the awarded Bidders to obtain a price quote for the item(s). The order to

purchase the item will be made to the awarded Bidder offering the lowest price. The County reserves the right to acquire the items through a separate solicitation if it deems the prices offered to be unreasonable. The County shall be the sole judge of what it considers an unreasonable price.

2.12 INSPECTOR GENERAL AND USER ACCESS PROGRAM (UAP)

See paragraph 1.27 and 1.35 of Section, General Terms and Conditions.

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

The purpose of this solicitation is to establish a contract for purchase of hydraulic parts and repair service for hydraulic cylinders, pumps, motors, valves, actuators and commercial and industrial machinery and equipment such as Light trucks, buses, bull dozers, hydro cranes, garbage trucks, etc. and repair service for hose fittings, industrial pipes, etc.

3.2 PARTS AND MATERIALS:

All parts and materials provided under Group 1 shall be new Original Equipment Manufacturer (OEM) No Substitutions will be allowed.

All parts provided under Group 2, 3, and 4 shall be new OEM or equivalent to meet OEM standard for quality, fit, finish and durability. Labor to be provided is to be of the best quality and finest workmanship consistent with or exceeding standards in the industry. Rebuilt parts or components may only be used when requested or approved by the Shop Supervisor.

3.3 GOODS / SERVICES TO BE PROVIDED:

3.3.1 Repair time (turn-around time) for all work shall be no greater than seven (7) calendar days, portal to portal unless otherwise instructed by Facility Supervisor.

3.3.2 If the awarded Bidder determines that the hydraulic equipment is beyond economical repair, then the awarded Bidder shall notify the County immediately. The Facility Supervisor of the shop requesting repairs will advise the awarded Bidder of the next action. Should the County decide that the item be delivered back to the County shop, then the awarded Bidder shall deliver the unrepaired item to the shop at no cost to the County. If the County decides that the awarded Bidder disposes the item, it shall be disposed of at no cost to the County and in the most environmentally friendly manner. If the County decides to proceed with the repair, it shall be done in accordance with the requirements of this contract.