

BID 062-MM04	BUYER Harry Eschbach, CPSM	PAGE SC 1
TITLE ORIGINAL EQUIPMENT MANUFACTURER'S PARTS AND SERVICE		

SPECIAL CONDITIONS

1. PURPOSE

The purpose of this bid is to establish a contract, with a pool of pre-approved vendors, for the purchase of Original Equipment Manufacturer's Parts and Service as may be required. The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County Florida, and the awardee, be extended for three (3) additional one (1) year periods, and if needed ninety (90) days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the awardees prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon. The successful vendor agrees to this condition by signing its bid.

2. AWARD AND QUALIFICATION OF VENDORS

Award of this contract will be made to all qualified vendors who meet the applicable criteria, as follows:

- a. The company must be located with the boundaries of Dade, Broward, or Palm Beach County;
- b. The company must be an official authorized dealer of the O.E.M. Brand and must be able to provide documentation from the manufacturer as proof.
- c. The company's technician must be officially certified to work on manufacturers' brand and models of vehicles and must be able to provide documentation of the certifications.
- d. The company must be able to furnish a current year Manufacturer's Suggested Retail Price list for the O.E.M. parts they represent.

3. PRICE/DISCOUNTS

Prices for parts shall be in the form of a discount from current manufacturer's suggested list or retail price. Price lists offered in any other form, such as Jobber, dealer, distributor, or cost plus pricing, **will not be considered for award**. Upon award, the price discounts proposed by the bidder shall remain fixed and firm during the term of the contract, including extension periods. Awarded bidders may provide updated manufacturer's price lists on a quarterly basis. Only those manufacturer's price lists (Manufacturer's CD-ROM are acceptable) that were submitted and accepted under the original award will be acceptable for quarterly updates. No substitutions will be allowed during the contract period unless the manufacturer has eliminated the price list and replaced it with a new one. Only those price lists issued, printed and distributed by the manufacturer will be acceptable. Lists issued and provided by the supplier are unacceptable. All percentages shall include freight charges and are to be F.O.B. destination.

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4. ASSIGNMENT OF WORK

Bidders shall be qualified during the bid evaluation process to participate in periodic work assignments that are identified by M-DCPS, on an as needed basis. When such work assignments are identified, the qualified vendors shall receive notification for a quotation/estimate; review the written specifications regarding the work to be accomplished, inspect the work area, and offer an itemized price, based on the labor rate and the materials to be provided. The vendor offering the lowest fixed price shall be awarded the specific work assignment. The award of a specific work assignment to one (1) vendor does not preclude the ability of the remaining qualified vendors or the awarded vendor, from submitting offers for other work assignments. For each O.E.M. brand all qualified vendors shall be contacted to quote on each job. Geographical location of the vendor's facilities as well as the number of unfinished jobs on hand for the District may also be taken into consideration in assigning new jobs. M-DCPS will monitor and record compliance with quoted down time ORIGINAL EQUIPMENT MANUFACTURER'S REPLACEMENT PARTS AND SERVICE as well as the quality of the work performed by vendors. Repeated non-compliance with quoted downtime and poor quality of work performed may be cause for terminating the contract and considering the vendor in default. Vendors who have been qualified for this bid, and fail to perform satisfactorily, as determined by M-DCPS personnel, will be considered in default of the contract.

5. QUANTITIES

No guarantee is expressed or implied, as to the quantities of parts or number of work assignments that will be procured during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. All bidders must be keep stock of parts and be able to provide needed O.E.M. parts within 72 hours from time of notification. In the event the notified supplier cannot provide the needed part within the time frame, another awarded supplier will be contacted to provide the part.

6. REPAIRS/INSTALLATION

M-DCPS, at its sole discretion, may furnish parts or materials to be used in the repair of its vehicles. Parts supplied by M-DCPS will be identified in the request for quote. The vendor will furnish the labor to properly install the part(s) supplied, as well as any other parts, labor, supplies, etc., necessary to complete the work. M-DCPS reserves the right to specify products types/brands names of parts and materials to be used in vehicle repairs.

7. MONITORING OF CONTRACT

Vendor performance will be monitored and evaluated on a regular basis. If a vendor fails to perform the work assigned to it in accordance with the bid specifications and stipulated time frame, the vendor may be considered in default of the contract. This may result in the contract being terminated and that vendor losing eligibility to conduct business with the Board for a period of fourteen months.

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8. WARRANTY

The successful vendor(s) shall fully guarantee the cost or parts and labor for a period of one year or manufacturer's warranty if greater (parts only) after date of delivery and installation. The successful vendor must be a factory authorized dealer to also handle under-the warranty work. The vendor at no cost to M-DCPS shall replace any defective part or correct any improper installation and any other substandard work within the warranty period, including towing at no additional cost to the District.

9. INSURANCE REQUIREMENTS

Successful vendor(s) are required to have insurance coverage, as specified in the Indemnity and Insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed Certificate of Insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award. A Certificate of Insurance, naming The School Board of Miami-Dade County, Florida as an "additional insured" can be faxed to the Risk and Benefits Management at 305-995-7199 or mailed to:

Miami-Dade County Public Schools Office of Risk and Benefits Management
Biscayne Boulevard, Suite 335 Miami, FL 33132
Phone: 305-995-7133
Fax: 305-995-7199 1500

All bidders are required to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both these documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net/>.

10. UNAUTHORIZED SHIPMENTS/SUBSTITUTION

Unauthorized substitutions and shipments of O.E.M. parts shall be grounds for termination. Vendors shall be considered in default of the contract and shall be required to pay liquidated damages or lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board. Random samples may be taken from each delivery for testing, to insure continued compliance with the specifications.

11. LOCAL BUSINESS TAX RECEIPT

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license should be submitted with the Bid. If the Bidder has already complied with

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this requirement a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bidder to not to be considered for award.

12. NON-EXCLUSIVITY CONTRACTS

Purchases may be made at lower prices on other M-DCPS bids, State of Florida contracts, and/or other state, local, and political subdivision governmental contracts. M-DCPS reserves the right to bid or quote separately any item(s), if the awarded vendor(s) fail to perform or if deemed to be in the best interest of the School Board. The Board reserves the right to award other contractors and/or perform work herein described with its employees.

13. DELIVERY

A vendor's inability to complete work or deliver parts, as mutually agreed upon, may subject vendor to default, for failure to perform as agreed upon.

14. CREDIT CARD PURCHASES

Some orders will be placed by individual schools or departments utilizing a district issued Procurement credit card as the form of payment. These orders will be made via phone or fax for direct delivery, and billing shall be made to the requesting work location.

15. BID ADDENDUMS

All bidders should continuously monitor the M-DCPS Procurement Management Services website for any addendums that may be posted, prior to the opening of this solicitation. The website which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net/>

17. CONE OF SILENCE

A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested in writing by Fax or E-mail to:

Harry Eschbach, Buyer
Procurement Management
Fax No. 305-523-3361
E-mail: eschbachh@dadeschools.net

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM A TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk Miami-Dade County Public Schools
The Office of Superintendent of Schools
1450 N.E. 2nd Avenue, Room 268B,
Miami, Florida 33132 Fax No. 305-995-1448
E-mail: martinez@dadeschools.net

THE **DEADLINE** FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS THREE (3) BUSINESS DAYS PRIOR TO THE DUE DATE FOR BID SUBMITTALS. THIS WILL ALLOW M-DCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES.

18. ERASURES OR CORRECTIONS

When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

- 1 Use of pencil is prohibited.
- 2 Do not erase or use correction fluid to correct an error.
- 3 All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).