

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. **7760-0/16**
Contract
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **RQID1600073** TERM OF CONTRACT **Five (5) Years with no OTR**

Requisition /Project Title: **IMMOBILIZATION BACKBOARDS FOR MDFR**

Description: **The purpose of this solicitation is to establish a contract for the purchase of Immobilization Backboards for Miami-Dade County Fire Rescue (MDFR) on an as needed basis.**

Issuing Department: **MDFR** Contact Person: **Marianela Betancourt** Phone: **786-331-4241**

Estimate Cost: **\$150,000.00** GENERAL FEDERAL OTHER
Funding Source: **District Funding**

ANALYSIS

Commodity Codes: **345-30**

Contract/Project History of previous purchases three (3) years
Check here if this is a new contract/purchase with no previous history.

EXISTING **2ND YEAR** **3RD YEAR**

Contractor: **Ferno**

Small Business Enterprise: **SBE Applies**

Contract Value: **\$348,000**

Comments:

Continued on another page (s): Yes No

RECOMMENDATIONS

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

Basis of recommendation:

Date sent to SBD: 8/8/16

Signed: *Bonnie Taylor Wilson*

Date returned to DPM:

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Immobilization Backboards for Miami-Dade County Fire Rescue Department (MDFR) on an as needed basis.

2.2 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence upon approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and shall expire on the last day of the month of the five (5) year period.

2.3 METHOD OF AWARD: To Lowest Priced Vendor by Item

Award will be made to the lowest, responsive and responsible vendor who submits the lowest price for the item being awarded.

2.4 INDEMNIFICATION AND INSURANCE

TBD

2.5 SMALL BUSINESS ENTERPRISES (SBE) MEASURE (SET-ASIDE)

TBD

2.6 PRICES SHALL BE FIXED

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the term of the contract. The only exception in this regard is that this fixed price shall be adjusted upward or downward based on the following price index list: Consumer Price Index (CPI) - All Urban Consumers, All Items for the Miami-Fort Lauderdale Area as published by the Bureau of Labor Statistics, Department of Labor. This report can be accessed at www.bls.gov/cpi.

Ninety (90) days prior to the expiration of the then anniversary date, the vendor may submit a price adjustment to the County.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

2.7 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Miami-Dade Fire Rescue Department.

2.8 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within thirty (30) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor except when the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delay in advance of the original delivery date so that a revised delivery schedule may be appropriately considered by the County.

Should the vendor to whom the contract is awarded fail to deliver in the number of days as stated above, the County reserves the right to cancel the contract on a default basis after any back order period that 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 vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.9 BACKORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract. No grace period on account of backorder situations shall be honored, unless written authorization is issued by the User Department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.10 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder at the contract price established herein. Under these circumstances, a separate purchase order shall

be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.11 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.12 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order Number; Date of Order; a Complete Listing of Items Being Delivered, and Backorder Quantities and Estimated Delivery of Backorders, if applicable.

2.13 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION

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 items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the awarded contract vendor or another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.