

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01441
Contract
 Re-Bid
 Other – _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000978
 TERM OF CONTRACT 3 YEAR(S) WITH _____ YEAR(S) OTR

Requisition /Project Title: Smart Cards

Description:
 To establish a contract for the purchase of Proximity Integrated Circuit Cards, also know as Extended and Limited Use Contactless Smartcards as a fare media for bus and rail, marketed by the Department of Transportation and Public Works (DTPW) as the 'Easy Card'.

Issuing Department: DTPW
 Contact Person: Lee Chan
 Phone: 305-375-5364
 Estimate Cost/Value: \$1,000,000
 GENERAL FEDERAL OTHER
 Funding Source: Operating _____ _____

ANALYSIS

Commodity Codes:	<u>31875</u>	<u>31877</u>	<u>94676</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>Converlogic Inter, LLC & C</u>	_____	_____		
Small Business Enterprise:	_____	_____	_____		
Contract Value:	<u>\$4,048,000.00</u>	_____	_____		
Comments:	_____				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	_____	_____	_____	_____

Basis of Recommendation:

Signed: _____
 Date sent to SBD: 02/17/23 & 6/12/23

	Date returned to SPD:	
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Rev. 072518

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the Department of Transportation and Public Works (DTPW) for the purchase of Proximity Integrated Circuit Cards, also known as Extended and Limited Use Contactless Smartcards (Smartcards). These Smartcards are branded by DTPW as EASY Cards for extended use.

2.2 TERM OF CONTRACT

This Contract 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 Purchase Order issued by Miami Dade County (County). The Contract shall expire on the last day of the thirty-six (36) months.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsible bidder who submits the lowest priced responsive bid who meets the qualifications and requirements below, and all of the technical requirements within Section 3 of this solicitation in the aggregate. The County, at its sole discretion, may request additional information in order to assess the Bidder's responsibility.

2.4 QUALIFICATION CRITERIA

Bidders must meet the following qualifications and requirements to be considered for award:

- A. To be considered for award, Bidder shall be the manufacturer, or an authorized agent, dealer, representative, or distributor of the manufacturer of the Smartcards being offered under each group. Bidder shall submit documentation on their company letterhead affirming they are the manufacturer of the Smartcards being offered, or submit documentation from the manufacturer of the Smartcards, affirming Bidder has the authorization from the manufacturer as stated above. This documentation shall contain contact information to allow the County to verify its content.
- B. Bidder shall submit their products' information sheet or literature, detailing the product and include specifications. Where such literature offers information that does not fully comply with the technical specifications of the solicitation, the Bidder shall clearly state on a letter, on their company letterhead, the differences between their Smartcards and the required specifications and how their Smartcards comply with the solicitation's specifications. Bids submitted without such a letter explaining the difference and compliance may result in the bid being rejected for not meeting specifications.

The manufacturer's name, brand names, and other product information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of quality, standard of performance, and design, and is in no way intended to prohibit the offer of any manufacturer's items of equal material unless otherwise indicated.

MDC shall be the sole judge of the Bidder's Smartcards conformance with the technical specifications and requirements, and its decision shall be final.

Commented [MT(1)]: Please review and update

- C. The Bidder shall be ISO 9000-2000 compliant. Bidder shall submit a copy of certification or other documentation proving compliance with this requirement.
- D. Bidder shall be regularly engaged in the business of providing Smartcards. Bidder shall submit two (2) references which can verify that the Bidder is currently providing or has provided Smartcards within the past five (5) years similar to what is described in this solicitation. The references should include the customer's company name, length of business relationship, and the name, title, address, email address and telephone number of the contact person, who can verify that the Bidder has successfully provided Smartcards that the Bidder is offering under this solicitation. These references should ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.

Failure to meet these requirements may result in Bidder's offer being rejected. However, in accordance with Section 1, Paragraph 1.5.K, the County reserves the right to request and evaluate additional information.

2.5 PRICES

- 2.5.1 Bidder shall enter pricing in the Line Items Section in **INFORMS** as indicated in Section 4.1.
- 2.5.2 Bidder's prices shall be FOB, destination and inclusive of all costs and expenses, including applicable taxes and fees, labor, materials, and delivery. No "add-on" charges are allowed.

2.6 PRICE ADJUSTEMENT

If the Bidder is awarded a contract, the proposed prices stated in the **INFORMS** shall remain firm and fixed for one year from the effective date of the Contract. Yearly price adjustments will be considered if submitted ninety (90) days prior to the commencement of the second and third year based on the percentage change in the value of the most recent Consumer Price Index (CPI), as amended, for the following index:

CPI Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items

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 available on the day of adjustment**. Day of adjustment will be the last business day of the twelve (12) month period.

It is the Awarded Bidder's 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 sixty (60) days prior to expiration of the then current one-year period. The Awarded Bidder's adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment for that option to renew period.

The County reserves the right to reject any price adjustments submitted by the Awarded Bidder if they are not in accordance with the above or to terminate the contract with an Awarded Bidder based on such price

adjustments. The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price.

2.7 METHOD OF PAYMENT

The Awarded Bidder shall submit monthly invoices to the County. DTPW requires invoices be of clear quality, include the correct remittance address, not on dark paper (when possible), and sent to:

Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
C/O Miami Dade Transportation and Public Works Dept.
111 NW 1st Street, 26th Floor
Miami, FL 33128

OR

the virtual portal for invoice submission at invsbub@miamidade.gov

Refer to Section 1, General Terms and Conditions, Article 1.35, Invoices for further requirements. Failure to submit invoices in the prescribed manner will delay payment.

2.8 ORDERING, SHIPPING AND DELIVERY

2.8.1 DTPW will issue a Purchase Order to the Awarded Bidder along with the new or previously used artwork. Awarded Bidder shall provide digital artwork proof to DTPW within five (5) business days for approval. Liquidated damages shall apply for late delivery of proofs in accordance with Section 2.10, Liquidated Damages.

2.8.2 After approval of artwork proof, Awarded Bidder shall start production of Smartcards and provide a projected delivery date. Unless otherwise indicated in writing by DTPW, the Awarded Bidder shall make deliveries of the Smartcards within sixty (60) ~~forty five (45)~~ calendar days after the day the County approves the artwork proofs. Liquidated damages shall apply for late delivery of Smartcards in accordance with Section 2.10, Liquidated Damages.

Commented [LC(2)]: Can we change to 60
Commented [MT(3R2)]: Updated

2.8.3 Bidders shall quote prices based on F.O.B. Destination and shall hold title to Smartcards until such time as they are delivered and accepted by an authorized County representative at:

Miami-Dade Department of Transportation and Public Works
6601 NW 72nd Avenue
Miami, FL 33166

All deliveries shall be made in accordance with good commercial practices and completed in accordance with the above; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder.

The estimated monthly deliveries for the 36-month term are as below and are not **guaranteed**:

EASY Cards	19,000
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Commented [MT(4)]: Please update based on the estimated qty. of 685,000 for three years

Commented [LC(5R4)]: Changed from 50,000 to 19,000

2.8.4 The Awarded Bidder shall enclose a complete packing slip or delivery ticket with any items delivered in conjunction with this contract. 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.

2.9 WARRANTY AGAINST DEFECT

Warranty against any defects for EASY Cards (Group 1) shall be the manufacturer's standard warranty or **thirty-six (36) months** from date of acceptance by the County, whichever is greater, whether the Smartcards are placed in circulation or in storage. The Awarded Bidder shall promptly replace defective Smartcards, without cost to the County, within 30 calendar days after the County notifies the Awarded Bidder of such defects in writing or electronic mail. Payment for delivered and accepted Smartcards does not constitute a waiver of warranty.

The County shall be the sole judge of what is a defect. Liquidated damages shall apply for late delivery of replacement Smartcards in accordance with Section 2.10, Liquidated Damages.

2.10 LIQUIDATED DAMAGES

The Awarded Bidder will be subject to charges for liquidated damages in the amount of \$1,500 for each and every calendar day for failure to supply the below in accordance with the terms, conditions and specifications to the satisfaction and acceptance of the County within timeframes stated herein.

2.10.1 Provide proofs within five (5) business days of receiving final artwork from DTPW.

2.10.2 Deliver Smartcards within forty-five (45) calendar days after ordered by DTPW.

2.10.3 Replace defective Smartcards, without cost to the County, within thirty (30) calendar days of notification by DTPW.

As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery, the County shall have the right to deduct liquidated damages stated above from any amount due, or that may become due, to the Awarded Bidder under this contract, or to invoice the Awarded Bidder for such damages if the costs incurred exceed the amount due the Awarded Bidder.

2.11 PURCHASE OF OTHER ITEMS

It is hereby agreed and understood that additional or similar items utilized by DTPW in conjunction with their fare collection operations, may be added to this contract at the County's discretion. The Awarded Bidder under this contract may be invited to submit price quotes for additional or similar items. The County reserves

the right to award these items to the Awarded Bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation or method.

2.12 **SAMPLES**

After the County opens submittals, Bidders may be required to submit samples of their Smartcards for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Bidder of such in writing and specify the details of the sample request and deadline for submission. Each individual sample or batch of cards shall be clearly labeled with the Bidder's name, bid number, bid title, manufacturer's name and brand name, and style/model number if applicable. If a Bidder fails to submit the samples as requested in the County notice, the County may not consider the bidder's offer for that group. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures on Bidder's samples or to send any and all samples to an independent third party laboratory chosen by the County for analysis. Any costs for testing shall be borne by the Bidder. The County shall be sole judge of the acceptability of these or any samples in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the Awarded Bidder during the contract period shall conform to the sample submitted. The Awarded Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.13 **TESTING**

During the term of the contract, samples of delivered Smartcards may be randomly selected and tested, at the County's expense, for compliance with the specifications herein. If it is found that the delivered Smartcards do not conform to the specifications, the County, in its best interest, may require replacement within the time specified in Section 2.8, Shipping and Delivery, or may terminate the contract for cause.

2.14 **SBD MEASURES**

Pending SBD review

Commented [MT(6): Re-sent 6/12/23 as there are no groups

2.15 **INSURANCE**

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this

Agreement or otherwise provided by the Contractor 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.

Contractor shall furnish to Strategic Procurement Division, 111 NW 1st Street, Miami FL 33128, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate, not to exclude Products & Completed Operations. **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 \$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 "A-" as to management, and no less than "Class VII" as to financial strength by 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 Financial Services.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

**111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

2.16 INFORMS BID SUBMITTAL ASSISTANCE

To assist Bidder(s) with completing their response to solicitations, please access the links below to view a video tutorial of the INFORMS bidding process and a document that provides the steps on How to Submit Bid:

Miami-Dade County Portal (Select the Recorded eSupplier Workshop link at the bottom of the page and enter passcode: q37%t+pG)

https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

and

Link to access the How to Submit a Bid Job Aid (Supplier Portal's FAQs tile):
<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

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SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall provide Proximity Integrated Circuit Cards, also known as Extended and Limited Use Contactless Smartcards (Smartcards) for the Department of Transportation and Public Works (DTPW). These Smartcards are branded by DTPW as EASY Cards for extended use.

Smartcards, which are the size of a credit card, are embedded with integrated circuits that process and store monetary and time data. This contract allows the purchase of smartcards, branded by DTPW as EASY Cards, to be used in conjunction with the existing automated fare collection system, which is manufactured by Cubic Transportation Systems, Inc. (Cubic). The EASY Card is a durable, plastic, time-based (one-month, seven-day or one-day) reloadable fare card with a 20-year lifespan.

The Smartcards shall comply with the technical specifications in Exhibits 1, 2, and 3, the technical drawings in Appendix A, and sample art work specifications in Appendix B, as these define the requirements for materials, manufacturing, handling, packaging, quality assurance, testing, and delivery of the Smartcards to be used in the DTPW Automated Fare Collection System.

Attachments:

Appendix A - Technical Drawings

Appendix B - Sample Artwork Specifications

Exhibit 1 - Specifications for extended use Smartcards (EASY Cards, with Mifare DESFire 4kb Technology)

Exhibit 2 - Design information for Smartcard serialization and printing

Commented [MT(7)]: Will the Attachments remain the same

Commented [LC(8R7)]: Remove all three Limited Use CSC drawings, EASY Ticket sample artwork, and Specifications for Limited Use smartcards.

SECTION 4

BID SUBMITTAL REQUIRED CRITERIA

TO BE COMPLETED BY ALL BIDDERS		
Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.		
Paragraph Reference	Bidder Requirements	
2.4.A	<p>Bidder or Bidder's Subcontractor shall be the Bidder shall be the manufacturer, or an authorized agent, dealer, representative, or distributor of the manufacturer of the extended use or limited use contactless Smartcards being offered under each group.</p> <p>Bidder shall submit documentation on their company letterhead affirming they are the manufacturer of the Smartcards being offered, or submit documentation from the manufacturer of the smartcards, affirming Bidder has the authorization from the manufacturer as stated above. This documentation shall contain contact information to allow the County to verify its content.</p> <p>Bidder shall submit documentation on their company letterhead affirming they are the manufacturer of the contactless smartcards being offered or submit documentation from the manufacturer of the contactless smartcards, affirming Bidder has the authorization from the manufacturer as stated above.</p>	
2.4 B	Bidder shall submit their products' information sheet or literature, detailing the product and include specifications. Where such literature offers information that does not fully comply with the technical specifications of the Solicitation, the Bidder shall clearly state on a letter on their company letterhead the differences between their Smartcards and the required specifications and how their Smartcards comply with the solicitation's specifications.	
2.4 C	Bidder shall be ISO 9000-2000 compliant. Bidder shall submit a copy of certification or other documentation proving compliance with this requirement.	
2.4 D	<p>Bidder shall be regularly engaged in the business of providing Smartcards. Bidder or Bidder's Subcontractor shall provide two (2) references from customers to whom the Bidder has provided or is currently providing or has provided Smartcards within the past five (5) years. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p> <p>The references should be provided on company's letterhead and shall be no older than one (1) year.</p>	

SECTION 4.1

BID PRICING SHEET

To be completed by all bidders.

Please submit pricing as indicated in Section 2.5., under the Line Items section in **INFORMS**.

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