

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO

Requisition No./Project No.: RQMT1700028/FB-00590
 TERM OF CONTRACT: 0 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: FURNISH BYCYCLE LIDS

Description: THIS IS A ONE TIME PURCHASE AGREEMENT TO FURNISH 3 BIKE LIDS THAT WILL BE INSTALLED BY THE COUNTY AT VARIOUS TRANSIT LOCATIONS.

Issuing Department: DTPW
 Contact Person: RAONEL RODRIGUE
 Phone: 786-469-5328

Estimate Cost: \$555,000

Funding Source:
GENERAL
FEDERAL
OTHER

FL-95-X015

ANALYSIS

Commodity Codes:	650-10			
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:				
Small Business Enterprise:				
Contract Value:	\$ 	\$ 	\$ 	
Comments:				

Continued on another page (s):
 YES
 NO

RECOMMENDATIONS

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

Basis of recommendation:

Signed: Brian Webster	Date sent to SBD: 07/20/17
Copy to: oca@miamidade.gov	Date returned to DPM:

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

Miami-Dade County (“the County”) solicits bids for the purchase of a maximum quantity of 258 Bicycle Lids for the Miami-Dade County Department of Transportation and Public Works (“DTPW”).

2.2 TERM OF CONTRACT

The Contract shall become effective on the date of the Agreement.

2.3 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

The newest version of the Disadvantaged Business Enterprise (“DBE”) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all Federal Transit Administration (“FTA”) assisted contracting activities. The requirements of clause subsection b below, flows down to subcontracts:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 21.5%. **THERE IS NO SPECIFIC DBE GOAL APPLIED TO THIS CONTRACT.**
- b. The awarded bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The awarded bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA assisted contract. Failure by the awarded bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the awarded bidder signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive and responsible bidder who submits an offer for the specified product and whose offer represents the lowest price. All forms included in Exhibit A, Appendix A, Appendix B, and Appendix C shall be completed, including other forms attached to this bid document.

2.5 PRICES

Pricing under this solicitation shall remain fixed and firm for the term of the contract. Prices offered shall include the product specified in Section 3, and freight, manuals, warranty, and all other special conditions required herein.

2.6 BID REQUIREMENTS

The provisions of this paragraph are:

- 2.6.1 Product Information: Bidder must submit with its bid the manufacturer's standard information sheets, catalogues, brochures and all supporting documentation to show the product meets or exceeds the required specifications. Standard product literature submitted that offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished.

Note: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

- 2.6.2 Product Standards: The product furnished by the bidder shall be new. The product recommended by the bidder that is optional equipment of the manufacture, which is deemed necessary to meet the herein described operational requirements, shall be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with the manufacturer's recommendations, as well as the recommendations of all associated equipment manufacturers. Omission of any essential detail from these specifications in order to use the product as intended by the County does not relieve the bidder from furnishing a complete and ready product, in accordance with the product specification contained herein. The engineering, materials, and workmanship shall exhibit a high level of quality and appearance, consistent with or exceeding the industry standards.

2.7 WARRANTY

- 2.7.1 The awarded bidder shall comply with the following warranty provisions:

- A. The awarded bidder shall warranty this product to be free from defects in material or workmanship for a period of two (2) years following the date of delivery, provided that the product is used for its intended purpose and is installed as recommended by the manufacture. This limited warranty does not cover failures due to abuse, or accidental damage, or when repairs have been made or attempted by anyone other than manufacturer and its Authorized Service Centers. A defective product meeting the warranty conditions set forth herein will be replaced or repaired at no charge to the County.
- B. When the product manufacturer provides a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When the product manufacturer provides a standard warranty with less coverage than that stipulated herein, the awarded bidder shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein. The warranty terms shall commence when the product is delivered.

- 2.7.1 Warranty Repairs: The awarded bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, within five (5) calendar days after the County has notified the awarded bidder of such deficiency in writing, or within the time period otherwise stipulated in the notice. If the awarded bidder fails to honor the warranty and/or fails to correct the deficiency within the period specified, the County may, at its discretion, (a) allow the awarded bidder additional time to correct the deficiency or (b) procure the products or services from another vendor and charge the awarded bidder for any costs incurred by the County, either through a credit memorandum or through invoicing. The opportunity to cure any deficiencies does not waive the County's right to find the awarded bidder in default of the contract in accordance with the contract terms and conditions.

2.8 SHIPPING AND DELIVERY

- 2.8.1 Shipping Terms: All prices shall include delivery terms for F.O.B. destination point.

Deliveries shall be made to:

Miami-Dade County Department of Transportation and Public Works
Lehman Center
6601 NW 72nd Avenue
Miami, Florida 33166

- 2.8.2 Delivery Requirements: Thirty (30) units shall be delivered within 90 days of Contract Award. Based on the initial delivery date, thirty (30) additional units shall be delivered every two weeks until the full quantity of the produce is delivered and accepted by the County.

All deliveries shall be made in accordance with good commercial practice. The product shall be delivered in full compliance with the bid specifications and requirements and must be in ready-to-work condition. Upon verification of compliance with these requirements, the County will accept the delivered product. See Paragraph 2.8.3 for defective delivery correction requirement.

Deliveries will be accepted between 7:00 AM and 3:00 PM, Monday through Friday. Deliveries will not be accepted on County holidays.

The expressed and/or implied warranty periods shall remain in effect regardless of the term of the contract.

- 2.8.3 Delivery Deficiencies: The awarded bidder shall be responsible for promptly correcting any deficiency or damage to the product upon delivery, at no cost to the County, within five (5) calendar days after the County notifies the awarded bidder of such deficiency, or otherwise as stipulated in the notice. If the awarded bidder fails to correct the deficiency within the time period specified, the County may; (a) procure the products or services from another vendor and charge the awarded bidder either through a credit memorandum or through invoicing for any costs incurred by the County, or (b) allow the awarded bidder additional time. The opportunity to cure any deficiencies does not waive the County's right to find the awarded bidder in default of the contract in accordance with the contract terms and conditions.

2.9 INVOICING

2.9.1 Invoicing for Products Delivered: In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and accepted the products.

2.9.2 The County shall issue payment after completion of items (A) and (B) below:

- A. The delivered products are successfully inspected for compliance with all specifications and requirements and are accepted by the County.
- B. All documentation described in the Purchase Order and listed below has been received as stipulated herein and made out in the name of:

Miami-Dade County, Florida
2225 N.W. 72nd Avenue
Miami, Florida 33122

- C. Invoices must be dated to coincide with the delivery of the product and sent to:

Miami-Dade County Department of Transportation and Public Works
Metrobus Support Services Building
3295 NW 31 Street
Miami, Florida 33142

- D. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.
- E. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order.

SECTION 3 SPECIFICATION

3.0 GENERAL REQUIREMENTS

- 3.0.1 The County has a requirement to procure a maximum quantity of two hundred fifty eight (258) Bicycle Lids, also referred to as "Secure Bicycle Parking Units". Each unit shall have the capacity of storing two (2) bicycles. The County will identify the location of Bicycle Lids and install all Bicycle Lids.
- 3.0.2 Manufacturer's name, brand name, and/or model number when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used. When an equal product is bid, the awarded bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County may request this or additional information during evaluation and will be sole judge of equality or similarity and the County's decision shall be final.

3.1 MINIMUM REQUIREMENTS:

3.1.1 MINIMUM PERFORMANCE SPECIFICATIONS

Secure Bicycle Parking Units ("SBPU") shall be manufactured as a Class I bicycle parking enclosure that provides one or two bicycles excellent protection from vandalism, theft, and the elements. The cover of the SBPU shall be manufactured as a durable, baked-enamel and powder-coated protective shell, further strengthened by steel reinforcement, and shall be attached by industrial spring-loaded hinges to a steel bicycle guide and frame. The SBPU locking mechanism will be secured by the bicyclist's own lock; the SBPU will allow for permanent installation on any ground surface with minimal effort. Metal components shall be hot-dipped galvanized ASTM A-123 Standard Specifications for Zinc 106 (Hot-Dip Galvanized).

The design of the SBPU shall offer bicyclists with the ability to lift the protective cover shell to approximately an 80 degree angle through the use of two hydraulic springs located at the back of the SBPU shell, thereby allowing the bicycles to be slid into place.

3.1.2 SBPU MATERIALS, OR APPROVED EQUIVALENT

- 1) Minimum Standards for Steel:
 - a) Plate, Shapes, and Bars: ASTM A36
 - b) Ground contact mounting plates: ASTM 304 Stainless
 - c) Locking mechanism: ASTM HR400
 - d) Pipe: Standard-weight steel pipe complying with ASTM A53

- 2) Powder Coating Finishes:
 - a) Baked-Enamel, Powder-Coat Finish: The SBPU cover ("lid") shall have a baked, powder-coated finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application and baking
 - b) Baked-Thermoplastic, Powder-Coat Finish: The SBPU cover shall have a baked, thermoplastic finish with minimum dry film thickness of 2.5 mm
 - c) Color to be used: RAL color # 7035
- 3) Polyethylene Cover of SBPU:

The SBPU protective cover ("lid") shall have a granite look or finish with permanent graphics on all sides of the unit
- 4) Fasteners: Stainless Steel or Aluminum:
 - a) Commercial quality, tamperproof, vandal and theft resistant
 - b) OEM Mono-bolts, pop-rivets, bolts, and nuts complying with fastener manufacturer's written instructions and specifications
- 5) Anchors: For securing SBPU to concrete substrate:
 - a) Commercial quality, tamper proof, vandal and theft resistant
 - b) 3 W"x3/8" ITW Ramset/Redhead Trubolt wedge anchors, Group II, Type 4, Class 1

3.1.3 SBPU DIMENSIONS

SBPU dimensions shall be approximately 50" tall x 90" long x 40" wide. Weight of the unit shall be approximately 185 lbs.

3.1.4 INTERFACE

- 1) SBPU shall open at one end by lifting handles in protective shell. The unit shall require no door; the entire protective shell should pivot on spring-assisted hinge point to open
- 2) User will provide padlocks, cable locks, or U-Bolt locks to secure the SBPU cover
- 3) SBPU shall be able to accommodate one or two bicycles

3.1.5 SECURITY STANDARDS

- 1) SBPU shall meet or exceed specifications and requirements of:
 - a) Class 1 (covered) secure bicycle parking units
 - b) USGBC LEED Bicycle Storage requirements

- 2) Contents of the SBPU shall be able to be visually monitored by Security personnel through the use of a small reveal, or continuous gap, at the bottom of the closed protective shell (no window)

ATTACHMENTS

EXHIBIT A - PROPOSAL SUBMISSION PACKAGE: FTA Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

APPENDIX A – FEDERAL CERTIFICATIONS

APPENDIX B – BIKE LID PICTURE #1

APPENDIX C – BIKE LID PICTURE #2

