

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No:

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES NO

Requisition/Project No: FB-00697 TERM OF CONTRACT: Five Years

Requisition/Project Title: High Visibility Shirts
 Description: High visibility shirts used by MD Aviation Department
 User Department(s): Aviation

Issuing Department: ISD Contact Person: A. Rodriguez Phone: 305-375-4744
 Estimated Cost: \$400,000.00 Funding Source: Proprietary Funds

ANALYSIS

Commodity/Service No: <u>200-31, 200-70</u>			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" 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: 5 years	\$		
Comments: <u>Two types of shirts one of which has to be specially made for MIA as it has pockets on the shoulders.</u>			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%	X	
		%		
		%		
		%		

Basis of Recommendation:
Award is by item, one of the items has to be made for Aviation, it's a polo shirt with pockets on the shoulders. This is not stock issue for any manufacturer.

Signed: A. Rodriguez Date to SBD: 8/23/17



Date Returned to DPM: _____

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of enhanced visibility polo shirts in conjunction with the County's needs.

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 Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months and upon completion of the expressed and/or implied warranty periods.

2.3 METHOD OF AWARD

Award will be made to the lowest priced responsive, responsible bidder on an item-by-item basis. An 'item' is defined as the total of all prices for the required sizes. Failure to provide a price for a required size may result in the bid for that item being rejected.

If the awarded bidder defaults, the County shall have the right to negotiated with the next responsive, responsible bidder.

2.4 PRICES

The prices proposed by the awarded bidder shall remain fixed for a period of no less than twelve (12) months after the commencement of the contract. After this period, the bidder may submit a price adjustment to the County based on documented price adjustments by the product's manufacturer. Acceptable documentation for an adjustment may be an email or letter by the item Manufacturer to its distributors notifying them of an adjustment. Adjustments greater than five percent on any item will be dis-allowed. The County reserves the right to negotiate lower pricing based on market conditions or other factors that influence price.

It is the bidder's responsibility to request any pricing adjustment under this provision. The bidder's request for adjustment must be submitted to the County's Internal Services Department for review no more than 90 days or less than 45 days prior to expiration of the then current contract period. The County reserves the right to reject any price adjustments submitted by the bidder or to negotiate lower pricing based on market research information or other factors that influence price.

2.5 “EQUAL” PRODUCT

Unless otherwise specified, the mention of a particular manufacturer’s brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. The reference is intended solely to designate the style, color and type or quality of merchandise that will be acceptable.

The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination.

2.6 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by County department 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 representative of Internal Services Department, Procurement Management Division will contact the awarded bidder’s to obtain a price quote. Award of these items will be made as described in paragraph 2.3. In cases where a product has been awarded and additional sizes, colors or services are required by the County, the bidder awarded the item shall be solicited for the new requirement. The County retains the right to reject any quote received and purchase the item through other means.

2.7 SAMPLES

Samples may be required from bidders being considered for award, if so they shall be submitted within ten (10) calendar days of request. Samples supplied are to be indicative of the garments proposed in the bid (including microphone pockets and embroidery). Samples must be identified with bidder name, manufacturer name and model, style number and bid item number. Samples will be carefully examined as to color, design, tailoring, workmanship and compliance to specifications. Samples are to be provided at no cost to the County. Samples must be approved by the County prior to award, the County’s decision is final. . Unsuccessful bidder(s) desiring the return of their samples after award may request them. The cost of returning such samples will be borne by the bidder. Samples not returned to the bidder shall be disposed of by the County within thirty days of the contracts award.

2.9 DELIVERY AND RETURNS

Delivery shall be made within thirty calendar days of the County placing the order. Delivery of out of stock items and extended sizes (3XL and above) shall be made within forty five calendar days of the County placing the order. Orders may be placed; in person or by written purchase order. Prices quoted shall include all delivery charges applicable. Deliveries to the County site(s) shall be sorted and packaged by individual, with the employee’s name marked on the outside of the packaging.

2.8 INSURANCE REQUIREMENT

The insurance requirement shown in Section 1.0 paragraph 1.22 does not apply to this solicitation.

2.10 SUBSTITUTION OF ITEMS

Substitute brands or styles may be considered during the contract period for discontinued products. The bidder shall not provide any substitute item as a replacement to an awarded brand or style without express written consent of the Internal Services Department, Procurement Management Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes may also be considered in emergency situations. Excessive substitution requests may be cause to cancel the contract.

2.11 INSPECTION OF COUNTY UNIFORMS

The color and style of equal products must be acceptable to the user department, for this reason the County will allow for the inspection of a sample shirt. A sample of the approved shirt can be viewed at the Procurement Management Division officer located at 111 N.W. First Street, Suite 1300, Miami, FL. 33128 on March 14, 2016 between 9:00 AM and 2:00 PM. This will be the only time the shirt will be available for viewing. Samples are County property and cannot be damaged or taken from the viewing location. Equipment necessary to determine color value or fabric content must be brought to the viewing location by the bidder.

2.12 NONDISCRIMINATION REQUIREMENTS (FAA)

This clause supersedes Section 1, Paragraph 1.48.

A). Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made

by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes

that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 Scope

Miami-Dade County requires a high visibility polo shirt for use by employees whose duties include traffic control. Modification of currently available shirts or the manufacture of shirts may be required. Minimum orders of the awarded product are not acceptable.

3.2 Requirements

3.2.1. Polo shirt, male styling, three button placket, no pocket, square bottom, short sleeve, ribbed collar and cuffs, 100 % Polyester moisture wicking and soil resistant fabric, enhanced visibility Lime Yellow with reflective piping along shoulders and back (see figures 1 and 2 below). Reinforced microphone slits (approx. 1 ¾”) on each shoulder leading to interior pockets. Pocket dimensions approx. 2.5” X 2.5”, pocket (slits) opening is hemmed and bartacked. Aramark Uniform, Wear Guard style #99-L1631 or equal.

3.2.2. Polo shirt, female styling, five button placket, no pocket, square bottom, short sleeve, ribbed collar and cuffs, 100 % Polyester moisture wicking and soil resistant fabric, enhanced visibility Lime Yellow with reflective piping along shoulders and back (see figures 1 and 2 below). Reinforced microphone slits (approx. 1 ¾”) on each shoulder leading to interior pockets. Pocket dimensions approx. 2.5” X 2.5”, pocket (slits) opening is hemmed and bartacked. Aramark Uniform, Wear Guard style #99-L1631 or equal.

3.2.3 Polo shirt, 100% Polyester, short sleeve, three button placket, collar stays, mic loop at base of placket, mic., pockets on shoulders, pen pocket on sleeve and chest pocket. Anti-microbial, moisture wicking, under arm vents, high visibility yellow, with dark collar, shoulder seam and arm hem, 2” reflective tape on chest and arms, ANSI class 2 compliant. Elbeco Inc. K5216 or equal

3.3 Embroidery

Items 3.2.1 and 3.2.2, embroider Miami International Airport’s (MIA) logo and County logo on the left chest (next to each other). ‘Miami International Airport’ embroidered along the bottom of the combined logos. Left sleeve has both MIA logo and County logo one on top of the other.

Item 3.2.3, embroider Miami International Airport’s (MIA) logo and County logo on the left chest (next to each other). ‘Miami International Airport’ embroidered along the bottom of the combined logos, ‘AIRSIDE OPERATIONS’ below that. Left sleeve has both MIA logo and County logo one on top of the other.

3.4 **MIAMI-DADE COUNTY LOGO**

PMS color chart
Full color Miami-Dade County logo
Pantone 576 Green
Pantone 300 Blue
100% Black

Miami-Dade County logo consists of 3 colors and is approximately 2 ¾ "wide and 1 ½ "tall including the lettering



Colors;
Black White Grey two tones of blue

Figure 1.



Figure 2.

