

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00190
 Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: FB-01441
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Smartcards

Description: Establish a contract for DTPW for the purchase of Proximity Integrated Circuit Cards, also known as Extended and Limited Use Contactless Smartcards (Smartcards). These Smartcards are branded as EASY Cards and EASY Tickets. No Fed'l Funds.

Issuing Department: Internal Svcs SPD
 Contact Person: Marie Williams
 Phone: 305-375-3248
 Estimate Cost: 4,689,000
 Funding Source: Operating
 GENERAL
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes:	<u>94676</u>	<u>31875</u>	<u>31877</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>ASK INTTAG, LLC; CON</u>				
Small Business Enterprise:					
Contract Value:					
Comments:	<u>Grp 1 - ASK INTTAG, LLC; Grp 2 - CONFIDE</u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: <u>Marie Williams</u>	Date sent to SBD: <u>October 28, 2019</u>
	Date returned to SPD: <u></u>

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 and EASY Tickets for limited 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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall remain in effect for five (5) years and shall expire on the last day of the last month of the five-year period.

2.3 METHOD OF AWARD

2.3.1 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 for each group. The County, at its sole discretion, may request additional information in order to assess the Bidder's responsibility.

To be considered for award, the bidder must offer a price for all items within a given group. If a Bidder fails to submit an offer for all items within the group, its offer will be rejected.

A. Group 1:

Item 1 - EASY Cards (Proximity Integrated Circuit Cards, extended use), parceled individually.

B. Group 2:

Item 1 - EASY Tickets (Proximity Integrated Circuit Cards, limited use), parceled in rolls of 1,000.

Item 2 - EASY Tickets (Proximity Integrated Circuit Cards, limited use), parceled individually / pre-cut.

2.3.2 Bidder shall meet the following qualifications and requirements to be considered for award:

A. To be considered for award for either or both groups, 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.

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

- 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.

2.4 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE TO BE DETERMINED OR...

This contract has a Bid Preference. Refer to Section 1, General Terms and Conditions, 1.44 Small Business Enterprises (SBE) Measures for further details.

2.5 PRICES

2.5.1 Bidder shall state its prices on the **Item Response Form**.

2.5.2 Bidder's prices shall be inclusive of all costs and expenses, including applicable taxes and fees, labor, materials, and delivery. No "add-on" charges for are allowed.

2.6 PRICE ADJUSTMENT

If the Bidder is awarded a contract, the proposed prices stated on the **Item Response Form** shall remain firm and fixed for a three-year period from the effective date of the Contract. Prior to the end of the three-year period and for each subsequent year thereafter, the County may consider an adjustment to price for the next annual period 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

Any upward or downward adjustments shall not exceed 3% annually. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

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 invsubp@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 INSURANCE **TO BE DETERMINED**

2.9 SHIPPING AND DELIVERY

- 2.9.1. Bidders shall quote prices based on F.O.B. Destination and shall hold title to the 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

- 2.9.2. Unless otherwise indicated in writing by DTPW, when the Smartcards are ordered, the Awarded Bidder shall make deliveries within forty-five (45) calendar days after the day the County approves artwork samples, hereinafter called proof. The awarded Bidder(s) shall provide proofs within five (5) working days of receiving final artwork from DTPW. Liquidated damages shall apply for late delivery of proofs or Smartcards in accordance with Section 2.11, Liquidated Damages.

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 5-year term are as below and are not guaranteed:

EASY Cards	50,000
EASY Tickets (roll)	250,000
EASY Tickets (pre-cut)	100,000

- 2.9.3. 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.

2.10 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.

Warranty against any defects for EASY Tickets (Group 2) shall be the manufacturer's standard warranty or **twelve (12) 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 in full for the work 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 2.11, Liquidated Damages.

2.11 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.

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

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

2.11.3. 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.

2.12 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. 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.

2.13 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.

2.14 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 2.9, Shipping and Delivery, or may terminate the contract for cause.

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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 and EASY Tickets for limited 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 and EASY Tickets, 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 EASY Ticket is a disposable, paper-based fare card that expires after 60 days and is designed for visitors and infrequent commuters.

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:

- 1) Appendix A - Technical Drawings
- 2) Appendix B - Sample Artwork Specifications
- 3) Exhibit 1 - Specifications for extended use Smartcards (EASY Cards, with mifare DESFire 4kb Technology)
- 4) Exhibit 2 - Specifications for limited use Smartcards (EASY Tickets)
- 5) Exhibit 3 - Design information for Smartcard serialization and printing

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SECTION 4

SUBMITTAL CHECKLIST

Reference Section	Requirements	Initial as submitted
2.3.2 A	<p>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.</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>	
2.3.2 B	<p>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.</p>	
2.3.2 C	<p>Bidder shall be ISO 9000-2000 compliant. Bidder shall submit a copy of certification or other documentation proving compliance with this requirement.</p>	
2.3.2 D	<p>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. These references should ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.</p> <p>1) Reference Name: _____</p> <p>Company Name: _____</p> <p>Address: _____</p> <p>Title: _____ Phone Number: _____</p> <p>E-mail Address: _____</p> <p>Length of Business Relationship: _____</p>	

2) Reference Name: _____

Company Name: _____

Address: _____

Title: _____ Phone Number: _____

E-mail Address: _____

Length of Business Relationship: _____