

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00170

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2000045
 TERM OF CONTRACT 3 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: FB-01519 Traffic Cones

Description: The purpose of this solicitation is for the purchase of various traffic cones in conjunction with the County's needs. This solicitation will be for a term of 3 years, instead of 5, as it will be expiring in tandem with FB-00512. Consolidation of both.

Issuing Department:
 Contact Person: Katherine Sosa
 Phone: 305-375-2851

Estimate Cost: 448,112.88

Funding Source:
 GENERAL
 FEDERAL
 OTHER Prop. / Op.

ANALYSIS

Commodity Codes:	55078			
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:	Osburn Associates, Inc.			
Small Business Enterprise:				
Contract Value:	496,116.00			
Comments:	for FB-00170			

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to SPD:

SECTION 2 – SPECIAL CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of traffic cones on behalf of Miami-Dade County's needs.

2.2 TERM OF CONTRACT

This contract shall commence on the first (1st) 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 Internal Services Department, Strategic Procurement Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the thirty-sixth (36th) month of the contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible Bidder on an item-by-item basis who meets the qualifying criteria set forth herein.

If the primary bidder defaults, the County reserves the right to negotiate with the next lowest responsive, responsible bidder.

2.4 MINIMUM QUALIFICATIONS

A. Bidders shall provide proof that they are product manufacturers, or authorized distributors, and/or authorized resellers of products listed in Section 3.

1. Bidders that are product manufacturers:

Proof from manufacturers may be in the form of a letter on company letterhead or other company documentation, indicating a contact person, phone number, and email address.

2. Bidders that are authorized distributors:

Proof from Bidders who are authorized distributors may be in the form of a letter or other documentation, issued within 12 months of bid submission, from the manufacturer of the brand name offered, clearly showing authorization from the manufacturer to the distributor by name, with the author's contact information for verification purposes, an executed agreement with the manufacturer, or a designation on the manufacturer's website of being an approved distributor.

3. Bidders that are authorized resellers:

Proof from Bidders who are authorized resellers may be in the form of a letter or other documentation, issued within 12 months of bid submission, from the manufacturer indicating the approved distributor. This letter must be signed and presented on the manufacturer's letterhead with the contact person's information; name, phone number, and email address.

And

A current letter issued within 12 months of bid submission, from the authorized distributor, stating that the submitter is an authorized reseller. This letter must be signed and presented on the distributor's letterhead with the contact person's information; name, phone number, and email address.

B. The Bidder must be able to demonstrate a good record of performance by providing the County with three (3) reference letters at bid submittal.

Bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance with the minimum requirements; however, Miami-Dade County may, at its sole discretion, allow the Bidder to complete or supplement the information/ documents during the bid evaluation period.

2.5 PRICES

The initial contract prices resulting from this solicitation shall remain fixed and firm for no less than 12 months from the commencement date. It is the awarded Bidders' 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 ninety (90) days prior to expiration of the then current one-year period. This adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review requests for price adjustments for services only based on the Producer's Price Index: U.S. City Average, PPI industry data for Synthetic rubber manufacturing-Primary products, not seasonally adjusted, Series ID: PCU325212325212P.

2.6 SAMPLES

Upon the County's opening of bid submittals, the Bidders may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. Should samples be required, the County will formally notify the Bidder of such and will specify the submission deadline of said samples. Each individual sample shall be clearly labeled with the Bidder's name, bid number and title, manufacturer's name, brand, and style number, and if applicable - bid item number. These samples are to become property of Miami-Dade County.

Should the bidder fail to submit the requested samples labeled accordingly and/or not submitted on time, the County will not consider any samples received after the given deadline for that item. Any sample submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted.

2.7 ADDITIONAL GROUPS AND/OR SERVICES

The County reserves the right to add additional groups, and/or Services (with applicable minimum requirements) to the contract, which are not listed within this solicitation. The Internal Services Department, Strategic Procurement Division will solicit the industry and award said group on a competitive basis.

2.8 RELATED EXPENSES/TRAVEL EXPENSES

The Bidder's firm fixed costs requested in this solicitation and submitted by a Bidder shall be inclusive of any costs for travel and miscellaneous expenses. No additional costs will be accepted by the County.

2.9 INSURANCE

Bidder 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 Bidder or its employees, agents, servants, partners principals or subcontractors. Bidder 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. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Bidder 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.

The Bidder shall furnish to the Internal Services Department, 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 Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **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 \$1,000,000 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

2.10 DELIVERY

The awarded Bidders shall make deliveries within the stated timeframe described in each purchase order. All deliveries shall be made in accordance with good commercial practices and all required delivery timeframes shall be adhered to by the Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidders. In these cases, the Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded bidder(s) fail to deliver in the number of days stated on the purchase order, the County reserves the right to cancel the order on a default basis after any back order period that has been agreed upon lapse. If the order 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 bidder with any procurement costs. If the bidder fails to honor these procurement costs, the County may terminate the bidder for default.

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

2.10.1 Packing Slip/ Delivery Ticket

Bidder(s) shall enclose a complete packing slip and/or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip and/or delivery ticket 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 and/or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; complete listing of items being delivered; backorder quantities and estimated delivery of backorders, if applicable.

2.10.2 Backorders

If a bidder cannot deliver an ordered item in accordance with the scheduled delivery date, due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall ensure that such backorders are discussed with the County Department and agreed upon between both the County and bidder(s). The bidder(s) shall not invoice the County for backordered items until such backorders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its sole discretion, cancel back orders after the agreed upon grace period has lapsed, seek the items from another bidder, and charge the incumbent bidder for any directly associated procurement costs. If the bidder fails to honor these procurement costs, the County may terminate the contract for default.

2.10.3 Acceptance of Product

The product(s) to be provided shall be delivered to the County and inspected by an authorized representative of the County. The inspection shall be performed to determine acceptance of the product(s), appropriate invoicing, and warranty conditions.

2.11 DEFICIENCIES

The awarded Bidders shall promptly correct all non-warranty deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within five (5) working days (unless otherwise noted within this solicitation) after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded Bidder by the County's Project Administrator.

The awarded Bidder shall bear all costs of correcting such rejected work. If the awarded Bidder fails to correct the work within the period specified, the County may at its discretion, notify the awarded Bidder in writing that the awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within thirty (30) calendar days of receipt of the notice. If the awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the awarded Bidder on default, obtain the services of another awarded Bidder to correct the deficiencies, and charge the awarded Bidder for these costs; either through a deduction from the final payment owed to the awarded Bidder or through invoicing.

2.12 PURCHASE OF OTHER ITEMS

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 all awarded bidders to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded bidder, however, may acquire the items through other means, should it be in the County's best interest.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is for the purchase of various traffic cones in conjunction with the County's needs.

3.2 GOODS

The following is a list of items that County may purchase under the contract resultant from this solicitation. This list is neither exclusive nor complete.

3.3 TRAFFIC CONE SPECIFICATION

The Awarded Bidder(s) shall furnish traffic cones with the following specifications:

- All cones shall be “**Safety Orange**” (Safety Orange is the same color as blaze orange (Color No. 12199) required by the United States law (U.S. Code of Federal Regulations, Title 15 Commerce and Foreign Trade, Section 1150.3).
- Sizes:
 - 12” Safety Orange traffic cones without reflective collar.
 - 18” Safety Orange traffic cones with one (1) 6” reflective collar.
 - 28” Safety Orange traffic cones without reflective collar.
 - 28” Safety Orange traffic cones with one (1) 6” and one (1) 4” reflective collar.
 - All 28” Safety Orange traffic cones shall be wide-body
 - 36” Safety Orange traffic cones with one (1) 6” and one (1) 4” reflective collar.
 - 36” Safety Orange traffic cones without reflective collar.
 - All 36” Safety Orange traffic cones shall have a minimum weight of twelve (12) pounds.
- Material: Polyvinyl Chloride (PVC) for high visibility under all weather conditions.
- If retro-reflective material is used on these traffic safety cones it shall have a smooth, sealed outer surface, manufactured by 3M, Avery Reflexive, or equal.
- All cones shall meet the Florida Department Transportation (FDOT) and Manual on Uniform Traffic Control Devices (MUTCD) standards.
 - <http://www.dot.state.fl.us/rddesign/DS/12IDx/00600.pdf>

3.4 CONE STENCILING

Several County departments require special 1” black stencils letters applied under the outer orange layer of the cone where it cannot be removed yet remains easily viewable.

A. Miami-Dade Aviation Department:

- 28” and 36” Safety Orange traffic cones with one (1) 6”, one (1) 4” reflective collar, and 1” black stencils letters ‘MDAD’

B. Miami-Dade Fire Rescue:

- 18” Safety Orange traffic cones with one (1) 6” reflective collar and 1” black stencil letters ‘MDFR’
- 28” Safety Orange traffic cones with one (1) 6”, one (1) 4” reflective collar, and 1” black stencil letters ‘MDFR’

C. Department of Transportation and Public Works:

- 28" Safety Orange traffic cones with one (1) 6" and one (1) 4" reflective collar, and 1" black stencil letters 'DTPW'

D. Water and Sewer:

- 36" Safety Orange traffic cones with one (1) 6" and one (1) 4" reflective collar, and 1" black stencil letters 'MD-WASD'

E. Miami-Dade Seaport Department:

- 36" Safety Orange traffic cones with one (1) 6" and one (1) 4" reflective collar, and 1" black stencil letters 'SEAPORT CRUISE OPERATIONS'

3.5 DELINEATORS

Bidders shall provide the County with TD5100 Ring top delineator or an equal with the following specifications:

- Large opening for easy handling
- Has a caution tap knob for wrap around application
- Reinforced bolt for warning lights
- Support rings around reflective bands for added tape protection
- Made from high impact polyethylene utilizing polymer protection UV stabilizer

Details:

Base Dimensions: 16" Octagonal, 1.75", 1.65" and 1.375" height

Base Material: 100% Post-Consumer recycled rubber

Base Weight: 8, 10, 12, 15, and 18 pounds

Height of Sheeting Above Roadway: 37.50" and 40.75"

Overall Height: 44.75" and 48.50"

Post Diameter (round): 4.00"

Post Material: HDPE with polymer protection UV stabilizer

Post Sheeting: Many options available

Recycled Content: 90% overall

SECTION 4 – BID SUBMITTAL FORM

Bidder's Name: _____

Items	Estimated Quantity	Unit of Measure	Description-Traffic Cones	Unit Price
1	250	Each	12" Safety orange traffic cones without reflective collar Make and Model bid: _____	\$ _____
1a	375	Each	18" Safety orange traffic cones with (1) 6" reflective collar Make and Model bid: _____	\$ _____
1b	100	Each	1" black stencil letters MDFR	\$ _____
2	250	Each	28" Safety orange traffic cones without reflective collar Make and Model bid: _____	\$ _____
2a	1,300	Each	28" Safety orange traffic cones with (1) 6" and one (1) 4" reflective collar Make and Model bid: _____	\$ _____
2b	900	Each	1" black stencil letters DTPW or MDAD	\$ _____
3	1,425	Each	36" Safety orange traffic cones without reflective collar Make and Model bid: _____	\$ _____
3a	24,175	Each	36" Safety orange traffic cones with (1) 6" and one (1) 4" reflective collar Make and Model bid: _____	\$ _____
3b	16,500	Each	1" black stencil letters MDAD, SEAPORT CRUISE OPERATIONS, or WASD	\$ _____
Items	Estimated Quantity	Unit of Measure	Description - TD5100 Ring Top Delineator or Equal	Unit Price
4	70	Each	42" Ring Top, 4", 2-3 HI Bands, 8# Base Make and Model bid: _____	\$ _____
5	70	Each	42" Ring Top, 4", 2-3 HI Bands, 10# Base Make and Model bid: _____	\$ _____