

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. None

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

Requisition No./Project No.: RQMT1800017
 TERM OF CONTRACT 0 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Rail Flat Cars

Description: One-time purchase of three (3) custom manufactured Rail Flat Cars for Miami-Dade County on behalf of Department of Transportation and Public Works (DTPW).

Issuing Department: Internal Services/PM
 Contact Person: Marie Williams
 Phone: 305-375-3248

Estimate Cost: 855,000
 Funding Source: GENERAL
FEDERAL
OTHER PTP/CITT

ANALYSIS

Commodity Codes: 559
 Contract/Project History of previous purchases three (3) years
 Check here 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: <u></u>			

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Marie Williams
 Date sent to SBD: June 12, 2018

Date returned to PM:

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of three (3) Rail Flat Cars for Miami-Dade County (County) on behalf of Department of Transportation and Public Works (DTPW). The awarded Bidder shall furnish all labor, materials, equipment, tools, and all other work and incidentals required to provide Rail Flat Cars on this contract.

2.2 TERM OF CONTRACT

The 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, Procurement Management Division, and shall remain in effect until such time as the goods are delivered and services are completed and accepted by the County's authorized representative and upon completion of any expressed and implied warranty periods.

2.3 PRE-BID CONFERENCE AND SITE VISIT (RECOMMENDED)

A pre-bid conference and site visit will be held on TBD at TBD (Local Time), to discuss this solicitation. It is highly recommended, but not mandatory, that a representative of interested firms attend.

Bidders are advised to examine the solicitation documents and site conditions carefully and be thoroughly aware of all requirements that may in any manner affect the work required. No additional allowances will be made because of lack of knowledge of the terms, conditions, specifications and site conditions. Bidders should bring the solicitation document to the conference as additional copies will not be available. Representatives from the County will be present to discuss this solicitation.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder who meets the minimum requirements below and all of the technical requirements within Section 3 of this solicitation.

2.3.1 TBD

2.3.2 TBD

2.3.3 TBD

2.3.4

2.3.5

2.4 PRICES

If the Bidder is awarded a contract, the proposed prices shall remain fixed and firm during the term of contract. All prices shall be quoted F.O.B. destination point. Prices offered shall include, but not be limited to, all regulatory and other fees, equipment, training, manuals, freight, warranty, all permits, applicable taxes, and any and all costs required to provide Rail Flat Cars as described in this solicitation.

2.5 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

Manufacturer's names, brand names and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance and design, and is in no way intended to prohibit the offer of another manufacturer's products of equal material unless otherwise indicated herein.

This solicitation requires submission of the following documentation to enable County evaluation of “equal” products: 1) Product Information Sheets and 2) Safety Data Sheets.

If an “equal” product is considered by the County, the product shall be equal in quality and standards of performance to the product specified in the solicitation. Where an “or equal” product is offered, product information is required with the initial offer and shall be submitted with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if requested by the County, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this solicitation.

Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in the offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the solicitation are the only products that will be accepted under this solicitation.

2.6 INSURANCE

See Section 1, Paragraph 1.22. OR TBD (Awaiting response from Risk Management.)

2.7 METHOD OF PAYMENT

The awarded Bidder shall submit an invoice to the County department that requested the items through a purchase order. The date of an invoice shall not exceed 30 calendar days from the delivery (or pick up by authorized County personnel) of the items.

Invoices and any associated back-up documentation (as applicable) shall be submitted in duplicate by the awarded Bidder to DTPW as follows:

Miami-Dade County
Department of Transportation and Public Works
Attention: Project Manager

6601 NW 72 Avenue
Miami, Florida 33166

An invoice may not be submitted to the County in advance of the delivery or pick up. Failure to submit invoices in the prescribed manner will delay payment. Refer to Section 1, General Terms and Conditions, Article 1.35, Invoices for further details.

2.8 INSPECTION

- 2.8.1 During construction, if DTPW so elects, DTPW or its representatives may inspect the Rail Flat Cars during production or assembly. The awarded Bidder shall give DTPW sufficient advance notice of manufacturing schedule(s) so as to permit inspection at a time suitable to DTPW.
- 2.8.2 Prior to the shipment, if DTPW so elects, DTPW may inspect the Rail Flat Cars prior to shipment or delivery. The awarded Bidder shall give DTPW sufficient advance notice of the date when the Rail Flat Cars will be completed and available for inspection. If DTPW elects to inspect prior to shipment or delivery, the awarded Bidder shall not ship or deliver material and/or equipment without such inspection being made unless awarded Bidder has a specific written waiver of inspection signed by DTPW.
- 2.8.3. At delivery, if DTPW elects, DTPW may inspect the Rail Flat Cars upon completion of installation, adjustment and testing by the awarded Bidder. The awarded Bidder shall give DTPW sufficient advance notice of the date when the installation will be completed and available for inspection so that DTPW may inspect the installation before awarded Bidder permanently leaves the delivery site with its equipment and personnel.

2.9 DELIVERY SHALL BE WITHIN TBD DAYS AFTER DATE OF PURCHASE ORDER

The awarded Bidder shall make delivery of the Rail Flat Cars within TBD calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the DTPW of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the DTPW.

Should the awarded Bidder fail to deliver in the number of days stated above, it is hereby agreed and understood that the County reserves the right to cancel the contract with the awarded Bidder and to secure the services of another vendor to complete the work. If the County exercises this right, the County will be responsible for reimbursing the awarded Bidder for work which was completed and found acceptable by DTPW in accordance with the contract. The County may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the awarded Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

The Rail Flat Cars shall be delivered ready to use, completely lubricated, and serviced with all equipment needed for immediate operation to:

William Lehman Center
(Metrorail Operations and Maintenance Facility)
6601 NW 72 Avenue
Miami, FL 33166
Hours: TBD (Local Time)

The Rail Flat Cars shall be constructed, prepared and protected from damage likely to be caused during handling, shipping, and off-loading. Valuable and easily pilfered parts such as tools and loose small items shall be shipped in such a manner as to resist pilferage.

2.10 LIQUIDATED DAMAGES

Upon failure to provide the County an acceptable Rail Flat Cars in accordance with best commercial practices, ready to work condition, and full compliance with the specifications and requirements within the period stipulated in Section 2, Paragraph 2.9, the awarded Bidder shall be subject to charges for liquidated damages in the amount of \$TBD for each and every calendar day that the Rail Flat Cars are not accepted by the County. This charge for liquidation damages is in addition to other remedies and timetable requirements listed herein.

2.11 WARRANTY SHALL BE MINIMUM ONE YEAR FROM DATE OF ACCEPTANCE

In addition to Section 1, Paragraph 1.7 and 1.8, the following applies to this solicitation:

2.11.1 Type of Warranty Coverage Required:

In addition to all other warranties that may be supplied by the awarded Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

2.11.2 Correcting Defects Covered Under Warranty

The awarded Bidder shall promptly correct any deficiency, at no cost to the DTPW, within seven (7) calendar days after the County notifies the bidder of such deficiency in writing. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fourteen (14) calendar days of receipt of the notice.

If the awarded Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.12 COMPLIANCE WITH GOVERNMENT STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, including, but not be limited to, Federal Railroad Administration (FRA), American Railway Engineering and Maintenance-of-Way Association (AREMA), Florida Department of Transportation (FDOT) and those issued by the Occupational Safety and Health Administration (OSHA).

2.13 LICENSES, PERMITS AND FEES

The awarded Bidder shall obtain and pay for all licenses, permits and fees required for this contract; and shall comply with all laws, ordinances, and regulations applicable to the work contemplated herein. Damages,

penalties and or fines imposed on the County or the awarded Bidder shall be borne by the awarded Bidder.

2.14 OMISSION FROM SPECIFICATIONS:

The apparent silence of the specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only new materials and skillset of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This procurement is to establish a contract for the purchase of three (3) Rail Flat Cars suitable for Maintenance of Way service in Miami-Dade County Department of Transit and Public Works (DTPW) system. The flatcars shall be constructed by a North American railcar manufacturer in accordance with all applicable specifications and recommended practices as set forth in the Association of American Railroads (AAR) Manual of Standards and Recommended Practices, all sections, latest revisions to date, hereafter referred to as AAR Manual. The AAR is a standard setting organization for North America's railroads which focuses on establishing safety, security and operating standards for the U.S. freight rail industry.

Any optional components of the Rail Flat Cars, which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components and services (whether primary or ancillary) of the delivered equipment are to be in accordance with current Association of American Railroads standards and recommended practices. The engineering, materials, and skillset associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

Failure to meet requirements of this solicitation 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.

- 3.1.1 **Requirements:** Rail Flat Cars shall be free from any defects which would keep it from operating in normal interchange service as designed. Each flatcar may be new, and shall have all original manufacturing documentation, material certifications, drawings, bills of material, etc. as furnished. The truck assemblies shall be No Field Lubrication required roller bearing type and brake assemblies shall have ABDX (define ABDX) type control valves. All flatcars shall be of the same model, from the same manufacturer, and identically equipped. Cars shall have all construction details in accordance with the above mentioned AAR Manual, Section C, "Car Construction Fundamentals and Details". Contractor shall provide shop drawings with planned dimensions to DTPW for review and approval prior to start of construction. Flat-car must be capable of negotiating all DTPW tracks, structures within the dynamic envelope as shown on attached drawing "Dynamic Outline Diagram". Safety appliances and undercar equipment near the side still must clear DTPW third rail and cover board structures in all conditions of spring deflection, and with consideration of minimum serviceable wheel size. The car must be capable of clearing third rail cover boards while negotiating a minimum radius curve of 300 feet.
- 3.1.2 **Reliability:** Design, construction and materials used in the flat-car shall assure that it will function reliably and efficiently in sustained operation under hard usage in an adverse railway environment.
- 3.1.3 **Maintenance:** Design shall provide for ease of access and ease of service, replacement and adjustment of components with minimum disturbance and/or to other elements and components.

3.2 MATERIAL

- 3.2.1 Cars shall be constructed of all carbon steel structure, suitable for in-field repair by conventional welding procedures. All materials used in car construction shall be in accordance with requirements

set forth in AAR Manual, Section C, Part II, (Specification M-1001), Vol. 1, Chapter 3, "Materials".

3.2.2 All fasteners used in car construction shall be in accordance with AAR Manual, paragraph 3.1.2.12, Steel Bolts and Nuts, Chapter 3, "Materials". Any new fasteners used in any required repairs or modifications to the cars shall, at a minimum, meet the requirements of ASTM A-325 or SAE J429, Grade 5, and shall have written certification of the strength level by the original manufacturer of the fasteners. Two part permanent rivets, such as manufactured by Huck Co., are acceptable, as long as they have the same written certification of strength. Any solid rivets used shall meet the requirements of ASTM A-502, Structural Rivet Steel.

3.2.3 The Original Equipment Manufacturer (OEM) part number will be retained on all commercially available standard parts and components purchased by the Contractor from external sources. OEM parts modified by the Contractor to meet the needs of this procurement will be clearly identified by a unique number in the parts manual.

3.3 SIZE DESCRIPTION

3.3.1 Length of deck - 53'-0"

3.3.2 Width of deck - 10'-0" (Deck of standard width of 9'-4" between inside of stake pockets per AAR S-228-78, shall be modified to have maximum width of 10'-0" overall, as allowed by DTPW Clearance Diagrams.)

3.3.3 Coupler height - 34 1/2" at center line

3.3.4 Deck height - 43" maximum: top of rail to top of deck

3.3.5 Gross load - Gross Rail Load (GRL) shall not be greater than a nominal 70 Tons, nor less than a nominal 50 Tons

3.3.6 Light weight - Light Weight of Car to be appropriate to the GRL Capacity

3.4 FRAME, END RAILS

3.4.1 The underframe shall be all welded or riveted of combination steel construction in accordance with Section 3.2.1 of these Technical Specifications.

3.4.2 A hand rail shall be at each end of the flatcar across its entire width at a height of 42" consisting of two horizontal rails and three vertical rails, for the protection of personnel working from or on, or riding on, the car. Hand rail shall be easily removable. This shall be a modification to any standard construction flatcar, and shall be constructed in accordance with 29 CFR Chapter 1910, Occupational, Safety, and Health Standards (OSHA).

3.5 DECK

3.5.1 All decking shall be 1/2" steel diamond plate treated with a durable epoxy based non-skid surface.

3.6 FLAGGER'S CAB

A heavy duty flagger's cab, constructed from minimum 11 gauge steel, 40" wide X 48" deep, x 80" high, shall

be mounted to the "B" end, on the hand brake side of the deck. Heavy duty hardware shall be used throughout, and the cab construction shall not be adversely affected by movement and flexing of the flatcar. The booth shall contain the following:

- 3.6.1 One rear facing door with full length, heavy duty hinge, hinged on sideboard end, and equipped with a Piedmont Equip. Door holder, PN #775 or equal, and heavy duty knob or latching mechanism. A heavy duty single sliding door (pre-approved by DTPW) may be used in lieu of hinged door and shall be equipped with the heaviest duty rollers and hardware available.
- 3.6.2 Four windows shall be provided. The two side windows, minimum 20" x 26" shall be horizontal slide type with zip-strip seals and locking devices. The front and rear windows shall be full view, fixed, and also installed with zip strip seals. Safety glass will be used on the "B" end window only. All other windows shall be Lexan, no less than 1/4 "thick.
- 3.6.3 Cab floor shall be corrosion inhibited diamond plate.
- 3.6.4 One industrial fan, 120 volt AC, with an external on/off switch control, mounted in a protected area.
- 3.6.5 One fixed, heavy duty bench, mounted to the sideboard side of the cab.
- 3.6.6 Easily accessible, emergency brake dump valve.
- 3.6.7 One 12 volt DC dome light.
- 3.6.8 One, 120 volt, AC, 500 watt quartz light, mounted outside, on the top, facing the "B" end of car. One, 12 volt DC wiper and motor assembly, mounted to the cab for the fixed window on the "B" end.
- 3.6.9 One, 120 volt, AC male weather tight receptacle, bulkhead mounted to the "A" end of the car. The receptacle shall be connected to the cab interior using weather tight conduit and connectors.
- 3.6.10 One interior operable air horn mounted to the cab exterior.

3.7. SIDE BOARDS

- 3.7.1 Removable, interchangeable sideboards, shall be constructed of pressure treated lumber and aluminum vertical poles. Excluding the ladder ways, the sideboards shall completely enclose the perimeter of the flatcar. Each sideboard shall be approximately 2 feet high, and long enough to be secured to the flatcar with 2 stake pockets.

3.8. BRAKES

- 3.8.1 The brake system on the flat-car shall employ an ABDX valve. The brake system shall be a new truck mounted system, complete with new slack adjusters, and shall be of a design currently in service and production.
- 3.8.2 All brake piping shall comply with current AAR Manual Section E; "Brakes and Brake Equipment". There shall be a modification to the standard flatcar braking system in which a Conductor's Emergency Release Brake Valve shall be installed on each end of the car at the end sill. Piping to these valves shall be standard Socket Welded, A53, Sch 80 Black pipe, in accordance with AAR Manual, above. These valves shall be accessible to personnel on both ends of the flatcar deck. The valve on the "B" end shall be located inside the cab. The words "Emergency Brake Valve" shall be legibly stenciled near each valve.
- 3.8.3 The cars shall be equipped with an AAR Type 66 pedestal mounted handbrake, with a horizontal wheel and a gradual release system, located on the end sill of the car at the B-end. Handbrake installation shall be in accordance with 49 CFR part 231.6, Railroad Safety Appliance Standards: Flat cars.

3.9. COUPLERS AND DRAFT GEARS

- 3.9.1 The flatcars shall be equipped with new AAR type E couplers and draft gears in accordance with current AAR Manual, Section B, "Couplers and Freight Car Draft Components."

3.10. WHEELS, AXLES, BEARINGS: TRUCKS

- 3.10.1 Trucks shall be new cast steel, low profile design, in accordance with current AAR Manual, Section D, "Trucks and Truck Details". Spring grouping and travel, and bearing size shall be compatible with the GRL of the flatcar. Trucks shall have standard side bearings, and shall be equipped with ride control snubbing systems, or DS2 Barber systems.
- 3.10.2 Wheels, axles, and bearings shall be in accordance with current AAR Manual, Section G, "Wheels and Axles", and of a 56 1/4" Gage. Wheel, axle, and bearing sizes shall be compatible with the GRL of the car.
- 3.10.3 Wheels shall be new and shall be AAR CM33 inch maximum, 28 inch minimum, multi-wear, Class "B" or "C", cast steel per AAR —208-84, with an AAR-1B wide flange contour. Wheels shall have a condemning line.
- 3.10.4 Bearings selected for use shall be new, and have a B-10 life of one million (1,000,000) miles. Bearings shall be 6 x 11, and of the No Field Lubrication type.

3.11. CLEARANCE

- 3.11.1 Cars designed to standard AAR interchange clearances may not lie within the DTPW Clearance Outline due to the existence of the third rail and cover boards used in DTPW service. The attached "Dynamic Outline Diagram", figure the attached 3rd rail drawing and the attached 3rd rail/Running Rail drawing should be used as a guide to modify any safety appliance, or portions of car structure which might encroach upon these limits. As stated in 3.1.1 of these Technical Specifications,, "the car must be capable of clearing third rail cover boards with negotiating a minimum radius curve of 300 Feet.
- 3.11.2 No component shall project to within less than three inches above top of rail, at minimum wheel size, and with solid springs.

3.12 SAFETY APPLIANCES

- 3.12.1 The cars shall be equipped with all required safety appliances in accordance with 49 CFR part 231.6 Railroad Safety Appliance Standards: Flat cars. The exception to this shall be in the modifications to side sill steps, which may have to be modified for Third Rail clearance, and personnel safety railings at each end of the deck.

3.13. LIGHTING:

- 3.13.1 Each end of the flatcar shall be equipped with two brackets at each corner, from which DTPW will hang standard railroad-type portable red and clear lanterns.

3.14 PAINT

- 3.14.1 Manufacturer shall use paints which meet OSHA regulations and standards, and do not have any known history of biological hazards due to long term exposure. Passive respirators and eye protection shall be the only safety or health equipment necessary equipment to protect workers making repairs.
- 3.14.2 All surfaces shall be shop blast prepared prior to application of primer coats. Two-part epoxy primer shall be yellow or white, and compatible to the surface finish. The surface coat shall be U-tech,

chrome yellow, high solids, catalyzed two stage urethane, or approved equivalent, and be compatible with the primer coat. The surface finish shall be a minimum of two coats, and have a glossy, high quality, durable finish which resists dulling, fading, or chalking when maintained with suitable cleaning compounds.

3.14.3 The entire exterior and underframe shall be painted chrome yellow, EXCEPT AS FOLLOWS:

- a) Trucks and handrails black
- b) Lifting lugs black
- c) Safety locks red
- d) Emergency brake dump valve red
- e) Jacking points or pads black
- f) AAR Informational Stenciling black (on yellow car body background)

3.15 TRAINING OF DTPW EMPLOYEES

3.15.1 The Contractor shall provide training within fourteen (14) calendar days after the Rail Flat Cars are accepted by the County. The Contractor shall provide a minimum of QTY training classes to accommodate up to QTY DTPW employees per class including, but not limited to, functionality, operation and maintenance of the equipment. Training locations and times will be determined at a later date.

3.17 MANUALS

3.17.1 The Contractor shall provide six (6) sets of Service, Operation, Maintenance, and Overhaul Manuals for the cars and all major components and subassemblies.

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