

<input checked="" type="checkbox"/> <u>New</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>Sole Source</u>	<input type="checkbox"/> <u>Bid Waiver</u>	<input type="checkbox"/> <u>Emergency</u>	<u>Previous Contract/Project No.</u> None	
<input type="checkbox"/> <u>Contract</u> <input type="checkbox"/> <u>Re-Bid</u> <input type="checkbox"/> <u>Other – Access of Other Entity Contract</u>					LIVING WAGE APPLIES: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<u>Requisition No./Project No.:</u> RQMT1800027			<u>TERM OF CONTRACT</u> 1 YEAR(S) WITH 0 YEAR(S) OTR			
<u>Requisition /Project Title:</u> Seating Inserts for Buses						
<u>Description:</u> Purchase of up to 4,460 Seating Inserts for Buses for Miami-Dade County on behalf of Department of Transportation and Public Works. This contract will be for one year at a value of \$280,980 for a one-time purchase funded by the FTA utilizing grant FL-2016-002-FY 2015						
<u>Issuing Department:</u> Internal Services/PM			<u>Contact Person:</u> Marie Williams		<u>Phone:</u> 305-375-3248	
<u>Estimate Cost:</u> 280,980			<u>Funding Source:</u> <div> <div>GENERAL</div> <div>FEDERAL FTA GRANT</div> <div>OTHER</div> </div>			

## ANALYSIS

<b>Commodity Codes:</b>		55760				
Contract/Project History of previous purchases three (3) years						
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.						
	<b><u>EXISTING</u></b>		<b><u>2<sup>ND</sup> YEAR</u></b>		<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>						
<b>Small Business Enterprise:</b>						
<b>Contract Value:</b>						
Comments:						
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
<b><u>RECOMMENDATIONS</u></b>						
	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor		
<b>SBE</b>						
Basis of Recommendation:						
Signed: Marie Williams			Date sent to SBD: July 26, 2018			
			Date returned to PM:			

**SECTION 2****SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase of up to 4,460 Seating Inserts for Buses for Miami-Dade County (County) on behalf of Department of Transportation and Public Works (DTPW). The purchase is funded by the Federal Transit Administration (FTA). The quantities of Seating Inserts are contingent upon the unit cost of each type of Seating Insert and the total funds allocated for this purchase.

**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, Procurement Management Division. The contract shall expire on the last day of the last month of the one (1) year contract term or until such time as all Seating Inserts purchased in conjunction with this solicitation have been delivered and accepted by the County's authorized representative, and upon completion of the expressed and/or implied warranty periods.

**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, when all items are added in the aggregate.

If a Bidder fails to submit an offer on all items, its offer may be rejected.

**2.3.1** Bidders shall complete, sign, and upload all certificates found in **Appendix A**. Except for the Buy America Certificate of Compliance in **Appendix A** (which must be submitted with the bid), County reserves the right to request any certificates during evaluation of bids.

**2.3.2** Bidder shall be a manufacturer, authorized OEM dealer/distributor or authorized aftermarket reseller for the products offered. If the Bidder is the manufacturer, the Bidder shall submit a letter on company letterhead attesting they are the manufacturer. If the Bidder is a dealer/distributor/reseller of the manufacturer, the Bidder shall submit authenticating documentation from the manufacturer of their approved status.

**2.3.3** Bidder shall submit three (3) references from customers they have provided Seating Inserts. These references shall agree to communicate with the County their experience with the Bidder. During evaluation, the County may request additional references if any of the initial references are not satisfactory to the County.

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 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Bidder is awarded a contract, the proposed prices shall remain fixed and firm during the term of contract.

**2.5 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 and acceptance of the items. Invoice 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

Commented [WM(1):  
Please advise...

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

**2.6 "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.

**2.7 DISADVANTAGED BUSINESS ENTERPRISES REGISTRATION**

Upon notification by the County, the awarded Bidder shall register in the MyLCM System for DTPW via the link below: <https://app.mylcm.com>

**2.8 DISADVANTAGED BUSINESS ENTERPRISES GOAL**

Pending SBD determination **OR**

There is no numeric race conscious DBE contract goal for this purchase. However, should the awarded Bidder retain the services of Disadvantaged Business Enterprise (DBE) firms on this project through race neutral means, the awarded Bidder shall submit monthly the Subcontractor Monthly Report, reflecting such participation. See **Appendix B** for information on the County's DBE program requirements.

**2.9 INSURANCE**

See Section 1, Paragraph 1.22. or TBD by Risk Management (pending).

**2.10 SHIPPING TERMS: F.O.B. DESTINATION**

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

**2.11 DELIVERY SHALL BE WITHIN TBD DAYS AFTER DATE OF PURCHASE ORDER**

The awarded Bidder shall make delivery of the Seating Inserts for Buses 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.

**Commented [WM(2):**  
Advise the number of days.

The Seating Inserts for Buses shall be delivered ready to use and protected from damage likely to be caused during handling, shipping, and off-loading to:

William Lehman Center  
Palmetto Rail Yard, Main Warehouse  
6601 NW 72 Avenue  
Miami, FL 33166  
Days: Monday through Friday  
Hours: 7:00 AM to 3:00 PM (Local Time)

**2.12 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING EACH DELIVERY**

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) containing 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 and quantity of items being delivered.

**2.13 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The awarded Bidder hereby acknowledges and agrees that all goods, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications: (1) the goods may be returned to the awarded Bidder at its expense and the contract cancelled or (2) the County may require the awarded Bidder to replace the goods at its expense.

**2.14 WARRANTY SHALL BE MINIMUM FIVE YEARS FROM DATE OF ACCEPTANCE**

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

**2.14.1 Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the Bidder or manufacturer, the Bidder shall warrant its products against faulty labor and/or defective material, for a minimum period of **five (5) years** after the date of acceptance by the County. This warranty requirement shall remain in force for the full five (5) year period; regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County for the goods received from the Bidder does not constitute a waiver of these warranty provisions.

**2.14.2 Correcting Defects Covered Under Warranty**

The awarded Bidder shall promptly correct any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the awarded Bidder of such deficiency in writing or electronic mail. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified above, the County may, at its discretion, notify the awarded Bidder in writing, that it 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 fifteen (15) calendar days of receipt of the notice. If the awarded Bidder fails to satisfy the warranty

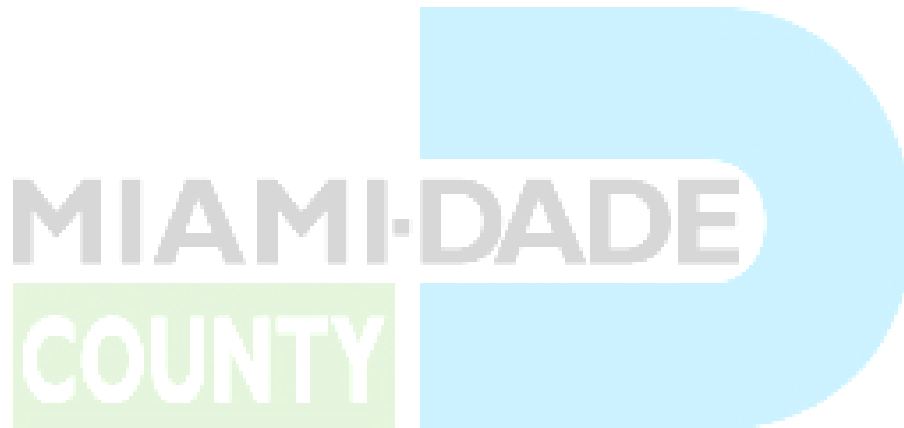
**Commented [WM(3)]:**  
Please advise...

**Commented [WM(4)]:**  
Is this needed?

**Commented [WM(5)]:**  
Is this standard/reasonable/sufficient?

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 from another Bidder and charge the awarded Bidder for any additional costs that are incurred by the County for this items; either through a credit memorandum or through invoicing.

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**SECTION 3****TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

These technical specifications provide a general description and define the minimum requirements of Insight® Bus Seat Inserts manufactured by the American Seating Company or Approved Equal. The Insight® Bus Inserts will be installed by County staff of the DTPW Bus Maintenance Division on its 2009 New Flyer Articulated buses, 2009 NABI Hybrid buses and 2010 Gillig Hybrid buses.

**3.2 PRODUCT REQUIREMENTS**

**3.2.1** Bottom Seat Insert, 17 inches  
Insight® Part Number 6390916 or Approved Equal

**3.2.2** Back Seat Insert, High Back  
Insight® Part Number 6390915 or Approved Equal

**3.2.3** Bottom Seat Insert, 18 inches  
Insight® Part Number 6390914 or Approved Equal

**3.2.4** Back Seat Insert, Standard Back  
Insight® Part Number 6390913 or Approved Equal

**3.3 MANUALS AND TECHNICAL INFORMATION**

Upon delivery, the awarded Bidder shall provide to DTPW the following:

**3.3.1** Installation and Operation manuals.

**3.3.2** Repair and Maintenance manuals.

**3.3.3** Parts lists with part numbers.

**Commented [WM(6):**

Please provide some salient characteristics for each product below, also material, color, finishes, etc. as applicable.

I cannot find these part numbers anywhere. Please advise.

Please identify if any of these items are on the product literature you provided.

**Commented [WM(7):**

How many of each? Hard copy, jump drive, CD or combination?

Are all listed needed?

**ATTACHMENTS:**

Appendix A – FTA Certifications

Appendix B – DBE and EEO Requirements