

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No:
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: \_\_\_ YES  NO

Requisition/Project No: ROSP130022

TERM OF CONTRACT: 5 Years, No OTR's

Requisition/Project Title: Mobile Restacking Unit

Description: The purpose of this solicitation is to establish a contract to furnish and install a Mobile Restacking Unit at PortMiami

User Department(s): Seaport

Issuing Department: ISD

Estimated Cost: \$95,000.00

Contact Person: L. Sandoval Phone: 305-375-3065

Funding Source: Proprietary Funds

**ANALYSIS**

Commodity/Service No: 100-21			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here ___ if this is a New Contract/Purchase with no Previous History			
<b>EXISTING</b>		<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
Contractor:		Same	
Small Business Enterprise:			
Contract Value:			
Comments: Existing contract vendor can no longer provide this glove. This emergency purchase is for MDCR current use.			
Continued on another page (s): ___ Yes ___ No			

**RECOMMENDATIONS**

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

<b>Basis of Recommendation:</b>

Signed: L. Sandoval

Date to SBD: 8/27/11

Date Returned to DPM: \_\_\_\_\_



**THIS IS NOT  
AN ORDER**

**INVITATION TO QUOTE  
INTERNAL SERVICES DEPARTMENT  
Procurement Management  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, Florida 33128-1974**

QUOTATION N<sup>o</sup>:

DUE DATE: 9/04/2013

TIME: 2:00 P.M.

TITLE: Mobile Restacking Unit

CONTACT: Lenny Sandoval

PHONE: 305-375-3065

FAX: 305-375-4407

E-mail: ssandov@miamidade.gov

COMMODITY CODE: 100-21

The 'Cone of Silence' is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made in writing to the contact person identified on this ITQ. A copy of the request must also be filed with the Clerk of the Board to: CLERKBCC@miamidade.gov. The County will issue additional information by written addenda. It is the bidder's responsibility to assure receipt of all such addenda.

**1. PURPOSE**

The purpose of this solicitation is to establish a contract to furnish and install a Mobile Restacking Unit at PortMiami.

**2. GENERAL TERMS AND CONDITIONS**

All general terms and conditions of Miami-Dade County Procurement Contracts for 'Invitations to Bid/Quote' can be viewed on the following site:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

Persons and Companies that receive an award through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract where applicable. These standard general terms and conditions are considered non-negotiable and subject to the County's final approval.

**3. 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. The contract shall expire on the last day of the sixty (60) month term.

**4. METHOD OF AWARD:**

Award of this contract will be made to the two (2) lowest priced responsive, responsible bidders who submit the lowest price for the item listed in the solicitation. While the award(s) will be made to multiple bidders to assure availability, all awarded bidders have the responsibility to perform in accordance with the contract terms. The lowest priced bidder shall be the primary bidder and shall have the initial responsibility to perform under this solicitation. In the event the primary bidder defaults, the secondary bidder shall be responsible for performing the contractual obligations of this solicitation.

Award to multiple bidders is made for the convenience of the County and does not exempt any awarded bidder from fulfilling its contractual obligations. Failure to perform as noted may result in the bidder(s) being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

**5. PRICES**

The initial contract prices' resulting from this solicitation's awarded bidders shall prevail for a one (1) year period from the contract's initial effective date. Prior to or upon completion of that initial term, the County may consider an adjustment to price based on changes in the latest Producer Price Index For Products By Industry Classification, commodity code PCU332420332420G "Metal tanks and vessels custom fabricated and field erected."

It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any annual period, the bidder's request for adjustment should be submitted ninety (90) days prior to the expiration of the then current annual period. The bidder's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next annual period will be without pricing adjustment. Any adjustment request received after the commencement of a new annual period may not be considered.

The County reserves the right to negotiate lower pricing for each annual period based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for each annual period based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the bidder.

**6. INDEMNIFICATION AND INSURANCE**

The standard insurance requirements listed in the general terms and conditions shall apply with the exception of the following changes to the sections specifically identified:

- 1.21(A-2) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- 1.21(A-3) 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

**7. CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Lenny Sandoval, at (305) 375-3065 email- [ssandov@miamidade.gov](mailto:ssandov@miamidade.gov) .

**8. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**9. PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION:**

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. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**10. MOBILE RESTACKING UNIT DESCRIPTION AND USE**

The Mobile Restacking Unit shall be a fully enclosed and sealed unit which shall serve to temporarily house the contents of a 40 foot shipping container while its contents are being restacked into a second shipping container. Two shipping containers on trailers will be positioned on the loading side of the Mobile Restacking Unit. The containers will be pressed tightly against two openings in the side of the Mobile Restacking Unit. The contents of the full container will be unloaded into the restack facility and reloaded into the other container or redistributed between the two containers, as needed. The Mobile Restacking Unit will be placed on top of flat racks. The PortMiami will allow assembly of the unit on-site which is to be completed in 4 – 6 weeks from notice to proceed.

**11. SPECIFICATION:**

The following are specifications for the Mobile Restacking Unit. Attached is a drawing to include plans, details and elevations for the Unit.

1. The Mobile Restacking Unit shall be comprised of 3 cargo shipping containers, 8'W X 40'L X 9'6"H each, which are joined (welded and sealed continuously) together along their axis.
2. The sides of the containers shall be removed to create a single enclosed space approximately 24' X 40'. A portion of the container side shall remain to maintain stability.
3. There shall be 2 openings with a cushion/seal around the edge of each opening.
  - a. The openings shall be cut into the loading side of the Mobile Restacking Unit.
  - b. The size of the openings shall be 7-4" W x 9'-0" H, such that a 40 foot refrigerated, high cube, shipping container, with both of its doors open, could be positioned directly against the cushion/seal creating a fully closed connection between the container and the Mobile Restacking Unit.
4. There shall be a metal stair leading from the ground, up to a 3'-0" x 6'-8" door on one side of the Mobile Restacking Unit for personnel to access the interior space.
5. The Mobile Restacking Unit shall be positioned on top of 8' X 40' flat racks in order to have the Mobile Restacking Unit at the same height as the floor of a refrigerated container on a trailer (approximately 50").
6. There shall be 2 flat racks below each container. Each flat rack shall be twist locked and spot welded to the one below at each corner. Each vertical pair of flat racks shall be spot welded to the adjacent pair. The top flat rack shall be twist locked and spot welded to the exterior corners of the Mobile Restacking Unit.
7. The interior envelope of the Mobile Restacking Unit shall be lined with 6" thick insulation panels with minimum R- 30 rating. The panels shall have a metallic or vinyl protective white surface and shall be installed according to the manufacturer's specifications.
8. The floors of the containers shall be made fully level throughout and between the floors of the three containers. The floors shall be covered with a smooth surface traffic covering and shall be approved by PortMiami.
9. A steel ramp shall be attached by hinges to the floor, 6" inward from the edge of the cargo door openings. The ramp shall be hinged so as to allow it to be rotated from a flat position on the floor of the Mobile Restacking Unit, outwardly to the floor of the container positioned outside and adjacent to the door of the Mobile Restacking Unit.
10. The Mobile Restacking Unit shall be equipped with 4', T6 fluorescent lights to provide sufficient illumination to maintain a balanced distribution of 20 foot candles.
11. The Mobile Restacking Unit shall be equipped with a cooling system having a minimum of a 10 ton capacity and capable of maintaining an inside, temperature between 50-60 degrees Fahrenheit.

**12. USDA APHIS PPQ GUIDELINE REQUIREMENTS**

All dimensions and details described above shall be supplemented by the United States Department of Agriculture (USDA) Animal Plant Health Inspection Services (APHIS) Plant Protection and Quarantine (PPQ) Guidelines, Section, Enclosure/Facility Guidelines, attached herewith, and made a part of the contract. The stricter requirements shall apply.



**THIS IS NOT  
AN ORDER**

COMPANY NAME: \_\_\_\_\_

The estimated quantities are not intended to represent or guarantee a minimum or maximum quantity for the given item. The vendor is to deliver the products within the technical scope of the contract, regardless of the actual quantities realized for each item, or all items in total.

Item No.	Description	Unit of Measure	Unit Cost
1.	Price to include all labor and materials necessary to furnish and install one (1) Mobile Restacking Unit as described in items 11 and 12.	EA	\$ _____



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**INSTRUCTIONS TO BIDDERS**

- 1. Sealed quote required.
- 2. Mail / in Person to:

**Miami-Dade County  
Procurement Management Services  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, Florida 33128-1974  
Attention: Esmeralda Cardenas**

Quotes received after the time and date specified may not be accepted.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business locally headquartered within the limits of Miami-Dade County (or Broward County in accordance with the Inter-local Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the bidder ineligible for Local Preference.**

**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**Addenda Received:**  Yes  No      **If yes, please indicate the number of addenda received: \_\_\_\_\_**

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a minimum of one hundred and twenty (120) days from due date of quotation. If awarded a purchase order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

**FAILURE TO COMPLETE AND SIGN THIS FORM RENDERS YOUR QUOTE NON-RESPONSIVE AND INELIGIBLE FOR AWARD.**

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print/Type Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_ F.E.I.N. No.: \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. THE COUNTY MAY HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**







**Walters, Vivian (RER)**

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**From:** Sandoval, Lenny (ISD)  
**Sent:** Tuesday, August 27, 2013 1:28 PM  
**To:** Walters, Vivian (RER); Johnson, Laurie (RER)  
**Cc:** Walker, Celeste (ISD)  
**Subject:** RQSP1300022 - Mobile Restacking Unit  
**Attachments:** IQ Mobile Restacking 8.27.13.pdf; SBD Contract Project Measure Analysis 8.27.13.pdf

Good afternoon Mr. Walters,

Please review the attached draft and the DBD departmental input form for measures on a competitive solicitation to procure a Mobile Restacking Unit for the Seaport. The department is looking to move quickly with this project to meet an abbreviated timeline. Please expedite this request and return as soon as possible and no later than 3:00 pm this afternoon.

Your attention will be greatly appreciated.

Thank you,

Lenny Sandoval  
Miami-Dade County  
Internal Services Department  
Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor  
Miami, FL. 33128  
PH: (Main) 305-375-5289  
PH: (Direct) 305-375-3065  
FX : 305-375-4407  
[ssandov@miamidade.gov](mailto:ssandov@miamidade.gov)  
[www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)