



## SECTION 2

### SPECIAL TERMS AND CONDITIONS

#### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of smoke alarms for Miami-Dade County.

#### DEFINITIONS

- A. **Light-emitting diode (LED)** – LED stands for light-emitting diodes, which are semiconductor devices that produce visible light when an electrical current passes through them.
- B. **Volts (VAC)** – the electrical voltage in an alternating current circuit.
- C. **Volts of Direct Current (VDC)** – Direct current is the type of current that comes from a battery or the power supplies of many electronic devices.
- D. **Weighted Decibels (dBA)** – are an expression of the relative loudness of sounds in air as perceived by the human ear.
- E. **Hertz (Hz)** – are the derived unit of frequency in the International System of Units (SI) and is defined as one cycle per second.
- F. **The Americans with Disabilities Act (ADA)** – is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.
- G. **ANSI/UL 1971** – Standard for Signaling Devices for the Hearing Impaired.

#### 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 thirty-six (36) month period.

#### 2.3 METHOD OF AWARD

Award of this solicitation will be made to lowest priced responsive and responsible Bidder in the aggregate who submits an offer on all items listed in Section 4.0. Items that will be provided to the County at no cost must show a zero (0) in the price line. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

## **2.4 PRICES**

The initial contract price(s) resultant from this solicitation shall remain fixed and firm for no less than twelve (12) months from the commencement date. It is the awarded bidder's responsibility to request any price adjustment. The bidder's request for adjustment must be submitted to the County's Internal Services Department - Procurement Management Services Division for review no less than 90 days prior to expiration of the then current contract year. If no adjustment request is received from the awarded bidder, the County will assume that the bidder has agreed to maintain the same pricing. The County may consider an adjustment to price based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for All Urban Consumers, All Items, Miami – Ft. Lauderdale Area.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index. In addition, during the contract term Bidder's may offer the County discounts.

## **2.5 DELIVERY**

The awarded bidder shall make deliveries within thirty (30) calendar days from 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. Items shall be delivered in full compliance with the specifications and requirements.

Should the bidder to whom the contract is awarded fail to deliver in the number of days specified, the County reserves the right to cancel the order on a default basis after any back order period that has been mutually agreed to lapsed. 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 re-procurement costs.

## **2.6 ADDITIONAL ITEMS**

Although this solicitation identifies specific items, it is hereby agreed and understood that the County may at its option add new items to the contract. Should the County determine that additional item(s) need to be added, a request for pricing shall be obtained from the awarded Bidder. If the County determines that the price(s) submitted by the awarded Bidder are not fair nor reasonable, the County reserves the right to acquire price quotes through a separate solicitation.

## **2.7 ADDITIONAL GROUPS**

The County reserves the right to add additional groups (with applicable qualification criteria) to the contract, which are not listed within this solicitation. The County will solicit the industry and award said group on a competitive basis. It is hereby agreed and understood that although this solicitation identifies specific equipment; additional groups, equipment, and/or services may be added to this contract at the County's option.

## 2.8 EXEMPTION TO CERTAIN CLAUSES

The following clauses shall not apply:

- Section 1, Paragraph 1.11; Local Preference
- Section 1, Paragraph 1.21; Insurance Requirements
- Section 1, Paragraph 1.28; Office of the Inspection General
- Section 1, Paragraph 1.36; County User Access Program (UAP)
- Section 1, Paragraph 1.44; Small Business Enterprises (SBE) Measure
- Section 1, Paragraph 1.45; Local Certified Served-Disable Veteran's Business Enterprise Preference
- Section 1, Paragraph 1.47; First Source Hiring Referral Program

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## SECTION 3

### SCOPE OF WORK

#### 3.1 SCOPE OF WORK

The County anticipates purchasing five thousand (5,000) lithium operated smoke alarms and one thousand (1,000) hearing impaired smoke alarms during the first year of this contract. The initial purchase will be funded by Fire Prevention and Safety Grant. The County applies on a yearly basis for grant funding and if awarded the County anticipates purchasing additional fire alarms beyond the initial amount identified.

#### 3.2 MINIMUM REQUIREMENT

Below are the minimum requirements of specification for the smoke alarms:

- A. Lithium Battery Operated Smoke Alarms
  - Ten-Year Lithium Battery
  - Photoelectric Smoke Sensor
  - Alarm Status LED Indicator
  - Test/Silence Button; End of life warning
  - Self-activation alarm automatically activates when securely attached to the mounting bracket
  
- B. Hearing Impaired Smoke Alarms
  - 120 VAC with 9VDC battery back-up
  - 90dBA temporal 3 evacuation piezo horn with 3100Hz (nominal) horn frequency
  - ADA compliant 177 candela strobe (ANSI/UL 1971)
  - Wall mount
  - Nominal 2.5% sensitivity
  - 3 position test switch
  - Low or missing battery indicator
  - 9' plug-in line cord
  - 1 year warranty from date of purchase