

SECTION 2
ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract purchase of linens and accessories for Miami-Dade County (County), on an as needed basis.

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 Purchase Order issued by the County. The Contract shall expire on the last day of the last month of the five-year term.

2.3 METHOD OF AWARD

Award of this Contract will be made to the lowest priced responsive, responsible Bidder in the aggregate.

To be considered for award, the Bidder shall offer a price for all items in the Solicitation. Items that will be provided to the County at no cost must show a zero (0) in the price line. The County will determine the Bidder for award by totaling the extended pricing for all items. If a Bidder fails to submit a price for all items in the Solicitation, its offer may be deemed non-responsive.

2.4 BIDDER REQUIREMENTS

In addition to the requirements detailed in Section 1-General Terms and Conditions, Paragraph 1.2-Instructions to Bidders, the Bidder shall meet the following requirements to be considered for award:

1. Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing linens and accessories to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) different references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing linens and accessories as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the goods/services (Section 4: Submittal Requirements). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry, and its firm is properly equipped to perform the required goods/services.

The Bidder shall provide all the information, documents and/or attachments listed above to be considered for award. All information, documents, and/or attachments listed above are due with the Bid by the solicitation's end time and date. The County may, at its sole discretion and in its best interest, allow the Bidder to complete, supplement or supply the required information, documents and/or attachments during the bid evaluation period. Failure to provide all the required information, documents and/or attachments with the Bid or, if allowed, as requested by the County during the Bid evaluation period, may result in the Bidder being declared non-responsive or non-responsible.

During the bid evaluation period, the County's Strategic Procurement Department will review the information, documents and/or attachments submitted by the Bidder, may request additional information from the Bidder, and/or obtain additional information from available sources, to completely evaluate the Bidder's submittal and ascertain that the Bidder meets the stipulated requirements and determine the Bidder's ability to perform

under a resulting Contract. The County shall be sole judge of a Bidder's compliance with requirements and the Bidder's ability to perform under a resulting Contract. Failure to meet the stipulated requirements or to demonstrate ability to perform under a resulting Contract, as determined by the County, may result in the Bidder being declared non-responsible.

During a resulting Contract, the Bidder has an obligation to advise the County of any changes, intended or otherwise, to the evidence given in compliance with the requirements in this Solicitation.

2.5 **PRICES**

The Bidder's prices shall be inclusive of all costs, delivery, charges, and fees. Additional charges of any kind will not be accepted.

The initial contract prices will remain fixed and firm for a period of twelve (12) months from the solicitation's end date. Thereafter, prices may be adjusted upward or downward as follows:

The County may elect to negotiate price adjustments with Awarded Bidder(s) (decreases or increases) based on changes in the [Consumer Price Index for All Urban Consumers \(CPI-U\)](#), Series ID: **CUURS35BSAH31**, **CUUSS35BSAH31**, Titled All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics (BLS). The Base CPI Index for adjustments will be the Index published by the BLS for the referenced CPI Series in the month and year when the solicitation ended (or the month prior to the solicitation's end date if the solicitation's end month is not published by the BLS), and the Base Price shall be the contract's initial price(s).

The period used to calculate the adjustment will begin in the month when the solicitation ended (or the month prior to the solicitation's end date if the solicitation's end month is not published by the BLS) and will include as many months as have been published by the BLS at the time of the adjustment.

The following is an example of how to calculate an adjustment:

Contract's Effective Date: May 1, 2022

Solicitation's End Date: May 7, 2021

Index Point Change Calculation:

Current CPI Index (August 2022)	232.945
Less: Base CPI Index (April 2021)	<u>229.815</u>
Equals: Index Point Change	3.130

Percentage Change Calculation:

Index Point Change	3.130
Divided by: Base CPI Index	229.815
Equals:	0.01362
Multiplied by 100:	1.3620
Equals: Percent Change	1.37%

Price Calculation:

Percent Change:	1.37%
Multiplied by Initial Contract Price (Base Price):	\$100.00

Equals: Applicable CPI Increase:	\$1.37
Adjusted Price According to CPI:	\$101.37

The Base Price and the Base CPI Index shall remain constant throughout the contract term and shall be the basis of all adjustments.

The following is an example of how to calculate a subsequent adjustment:

Index Point Change Calculation:

Current CPI Index (October 2023)	240.100
Less: Base CPI Index (April 2021)	<u>229.815</u>
Equals: Index Point Change	10.285

Percentage Change Calculation:

Index Point Change	10.285
Divided by: Base CPI Index	229.815
Equals:	0.04475
Multiplied by 100:	4.4753
Equals: Percent Change	4.48%

Price Calculation:

Percent Change:	4.48%
Multiplied by Initial Contract Price (Base Price):	\$100.00
Equals: Applicable CPI Increase:	\$4.48
Adjusted Price According to CPI:	\$104.48

Should the referenced index be discontinued by the BLS, or should its data be unavailable, the County will use the [Consumer Price Index for All Urban Consumers \(CPI-U\)](#), Series ID: CUURS35BSAH31, CUUSS35BSAH31, Titled: All items in South Urban, All Urban Consumers, Not Seasonally Adjusted. Price adjustments may also be negotiated based on other indexes published by the BLS (CPI or PPI) or other economic factors if these economic indicators are evidently proven to have directly affected the contract prices during the contract period.

An Awarded Bidder may initiate a request for price adjustment, the County will review such request as prescribed above and will grant the price adjustment as requested, negotiate with the Awarded Bidder to determine the appropriate price adjustment, or reject the request in its best interest. If the County elects to reject an Awarded Bidder's request for an adjustment, the Awarded Bidder is not excused from continuing to perform under the Contract. Failure of an Awarded Bidder to perform under these circumstances may result in such Awarded Bidder being deemed in breach of contract and the County terminating its Contract with such Awarded Bidder in accordance with Section 1-General Terms and Conditions, Paragraph 1.26-Termination for Default.

Adjusted prices shall remain firm for at least twelve (12) months; thereafter, prices may be readjusted as prescribed above.

Any price adjustments authorized by the County shall be formalized by a Contract Modification, originated, and published by the Strategic Procurement Department. Under no circumstances should

an Awarded Bidder invoice the County a price that is higher than the price authorized through the contract award or an approved Contract Modification.

2.6 PURCHASE OF ADDITIONAL ITEMS

During the term of the Contract the County may require additional items like those listed in this Solicitation. Under these circumstances, a County representative may obtain a price quote from the Awarded Bidder. The County reserves the right to award the additional item to an Awarded Bidder based on the price quoted, to negotiate a price with an Awarded Bidder for the additional item, or to acquire the additional item through a separate Solicitation.

All additional items authorized by the County shall be formalized by a Contract Modification, originated and published by the Miami-Dade County Strategic Procurement Department, and signed by the Awarded Bidder.

2.7 SMALL BUSINESS ENTERPRISE (SBE) MEASURES

In accordance with Section 1-General Terms and Conditions, Paragraph 1.45-Small Business Enterprise (SBE) Measures, the following SBE Measures apply to this solicitation:

A Small Business Enterprise **Bid Preference** for Small Business Enterprises certified by the Miami-Dade County Office of Small Business Development (SBD) applies to this Solicitation; a Bid Preference of ten percent (10%) shall apply for SBE-Tier 1 and SBE-Tier 2 firms, and a Bid Preference of five percent (5%) shall apply for SBE-Tier 3 and SBE-Tier 4 firms. The preference accorded on contracts greater than \$1 million shall be five percent (5%) of the price bid for all tiers. The Bid Preference shall be used only to evaluate a Bid and shall not affect the Contract price.

2.8 APPROVED "EQUAL"

If an item in this Solicitation is identified as "Brand Name or Equal," the item's description reflects the characteristics and level of quality that will satisfy the County's needs. The salient physical, functional, or performance characteristics that "Equal" products must meet are specified in the Solicitation.

To be considered for award, bids of "Equal" products, including "Equal" products of the Brand Name manufacturer, must:

- (1) Meet the salient physical, functional, or performance characteristic specified in this Solicitation,
- (2) Clearly identify the item by Brand Name and Make and Model number (if any),
- (3) Include descriptive literature such as specifications, illustrations and/or drawings,
- (4) Clearly describe any modification the Bidder plans to make to the item to make it conform to the Solicitation requirements, and
- (5) Clearly show all modifications in all descriptive materials.

The County reserves the right to require a sample of "Equal" items for evaluation at no cost to the County. If a sample is required, the County will notify the Bidder in writing and will specify the delivery address and the deadline for submission of the sample. Each sample shall be submitted as stipulated in the County's notice and shall be clearly labeled with the Bidder's name, Solicitation number, Solicitation title, Manufacturer and Brand Names, and Make and Model number (if applicable). If a Bidder fails to submit the sample as stipulated, its bid for the item may be declared non-responsive or non-responsible. Any sample submitted shall create

an express warranty that the whole of the goods and/or Services to be provided by the Bidder during a resulting Contract shall conform to the sample submitted.

The County will evaluate "Equal" items based on the information furnished by the Bidder, information identified in the Bid and reasonably available to the Contracting Officer, and/or samples provided by the Bidder. The County is not responsible for locating or obtaining any information not identified in the Bid or the sample. The County shall be sole judge of the acceptability of "Equal" items and its decision shall be final. Should an "Equal" item not be accepted by the County, the Bidder's offer for that item may be deemed non-responsive or non-responsible.

Unless the Bidder clearly indicates that the item Bid is an "Equal" product, the Bidder shall provide the Brand Name product referenced in the Solicitation.

2.9 DELIVERY

The Awarded Bidder(s) shall make deliveries in accordance with the Purchase Orders provided by the County departments. All deliveries shall be made in accordance with good commercial practice and within the required delivery time frames, except in such cases as those caused by Force Majeure. In cases where a delivery will be delayed, the Awarded Bidder(s) must notify the County of the delay prior to the original scheduled delivery so that a revised delivery date can be scheduled or other accommodation can be made.

County employees may be authorized in writing to pick-up items awarded under this contract. The Awarded Bidder(s) shall request proof prior to releasing an item to a County employee. The Awarded Bidder(s) shall maintain a copy of the written authorization. If the Awarded Bidder(s) are in doubt about any aspect of pick-up, the Awarded Bidder(s) shall contact the appropriate user department to confirm the authorization.

The Awarded Bidder(s) shall deliver items to the following County facility as further defined in the Purchase Order:

Miami-Dade Corrections and Rehabilitation Department
Procurement Unit
Contact Name: Alessandra Linares
3505 NW 107th Avenue
Doral, FL 33178
Phone: 786-263-5901
E-mail: Alessandra.Linares@miamidade.gov

2.10 BACK-ORDER DELAYS

The County shall not allow any late deliveries attributed to product back-order situations or any other issues, under any Contract resulting from this Solicitation. The Awarded Bidder is required to deliver all items to the County within the specified time frame and no grace period shall be honored, unless written authorization is issued by the County, and a new delivery time frame is mutually established.

Should an Awarded Bidder fail to deliver the required good and/or services within the time frame stated in the Contract, or by an authorized revised delivery time frame as stated above, the County may obtain the product

outside the contract and/or terminate its Contract with the Awarded Bidder, in accordance with Section 1-General Terms and Conditions, Paragraph 1.26-Termination for Default.

2.11 INSPECTION AND ACCEPTANCE

The items to be provided hereunder shall be delivered to the County and maintained in full compliance with the specifications and requirements set forth in this contract. Unless otherwise specified in the Purchase Order, the County will not pay for any delivered goods prior to inspection and acceptance. The Awarded Bidder shall deliver goods that are in full compliance with Section 1-General Terms and Conditions, Paragraph 1.8-Materials Shall Be New and Warranted Against Defects.

If items provided are determined to not meet the specifications and/or requirements of this contract, prior to acceptance or upon initial inspection, the products will be returned, at the Awarded Bidder's expense. At its discretion, the County may allow the Awarded Bidder(s) to provide a direct replacement or provide a full credit for the unacceptable/returned items. The Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.12 SUBSTITUTES

Substitute brands, styles, or models may be considered during the contract term for items affected by Force Majeure or discontinued products. Substitute items must be of equal or better quality than the awarded item. The Awarded Bidder shall not deliver any substitute items as a replacement to an awarded items without express written consent from the County Project Manager prior to such delivery. The Awarded Bidder shall provide a verifiable reason as to why the product is unavailable and the anticipated timeframe as to when such item will be available. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to terminate the contract.

2.13 INSURANCE REQUIREMENTS

The respective insurance requirements listed under Section 1, General Terms and Conditions, Section 1.22 A., are replaced in its entirety with the following:

The Awarded Bidder shall furnish to the Vendor Outreach and Support Services Section of the Strategic Procurement Department, or its successor, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicates that insurance coverage has been obtained and meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate, not to exclude Products and Completed Operations. **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 \$300,000 combined single limit per occurrence for bodily injury and property damage.

All other languages in Section 1.22 remain the same.

SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall provide the County with pillows, linens, and accessories as further delineated below.

3.2 GOODS TO BE PROVIDED

The Awarded Bidder shall provide the County with pillows, linens, and accessories in the manufacturer's name, brand name, model number and/or approved equal, in accordance with the information contained in this solicitation.

1. Pillowcase

- **Description:** 50/50 cotton/polyester, 3.5 oz. per yard, 130 thread count, color: white
- **Size:** 42" x 34"
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** PC105 or approved equal

2. Pillow

- **Description:** Minimum 21 oz. of first-quality, 100% polyester fiber filling with 7 oz. Staph-check cover; cover must comply with applicable flammability standards
- **Size:** 21" x 27"
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** P1217 or approved equal

3. Small Flat Sheet

- **Description:** 50/50 cotton/polyester, 130 thread count, color: white
- **Size:** 54" x 90" (finished size)
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** MS125 or approved equal

4. Woven Wool Blanket

- **Description:** Woven wool blanket, 70% wool / 30% man-made fiber, color: dark grey; flame resistant and machine washable
- **Size:** 62" x 84"
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** WB130 or approved equal

5. Bath Towel

- **Description:** Bath towel, 22" x 44", color: white, 84/16 cotton/poly blend
- **Caumograph:** Widthwise, 2" x 7" in corner; to read: *MIAMI-DADE COUNTY PROPERTY*
- **Minimum Weight:** 400 gsm
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** BT155 or approved equal

6. Washcloth

- **Description:** Washcloth, terry, color: white, 84/16 cotton/poly blend, minimum 380 gsm
- **Size:** 12" x 12"
- **Manufacturer:** Tabb Textile Co. or approved equal
- **Style Number:** WC100 or approved equal

3.3 PACKAGING

The County specifies the unit of measure for line items as a unit of dozen or each in Section 3 above. However, the Awarded Bidder shall ensure that all items are packaged uniformly in sets not limited to 12, 24, or 36, etc., for proper handling.

3.4 PACKING SLIPS/DELIVERY TICKETS

The Awarded Bidder shall enclose a packing slip or delivery ticket with all items to be delivered under the subsequent Purchase Order issued by the County. The packing slip shall be attached to the shipping carton(s) that contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, the Purchase Order number, the order date, a complete list of the items being delivered, and back-order quantities with their estimated delivery date, if applicable.

SECTION 4
SUBMITTAL REQUIREMENTS

4.1 BIDDER REQUIREMENTS

	TO BE COMPLETED BY ALL BIDDERS	
	Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Bidder Requirements	
1.	<p>Bidder or Bidder's Subcontractor shall provide two (2) <u>different</u> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing linens and accessories as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the goods (Section 4: Submittal Requirements). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required goods.</p> <p>Reference Company Name No. 1: Is reference for the Bidder, Subcontractor, or key personnel: If Subcontractor, then identify the name of the Subcontractor: If key personnel, then identify the name of the key personnel: and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1." Contact's name: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 2: Is reference for the Bidder, Subcontractor, or key personnel: If Subcontractor, then identify the name of the Subcontractor: If key personnel, then identify the name of the key personnel: and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2." Contact's name: _____ Title: _____ Address: _____</p>	

	Phone Number: _____ Email: _____	

4.2. PRICE SUBMITTAL

Bidder shall provide pricing in INFORMS for the goods as indicated under Section 3, Scope of Work/Technical Specifications, in accordance with all applicable terms and conditions of this Solicitation. Estimated quantities provided in INFORMS are for the five-year term of the contract and are provided for Bidders' guidance only. Refer to Section 1, Paragraph 1.9, Quantities.

Line-Item	Estimated Five Year Quantities	Unit of Measure	Description	Unit Price
1	2,500	Each	Pillowcase: Description: 50/50 cotton/polyester, 3.5 oz. per yard, 130 thread count, color: white Size: 42" x 34" Manufacturer: Tabb Textile Co. or approved equal Style Number: PC105 or approved equal	<u>Unit Price to be provided in INFORMS</u>
2	2,500	Each	Pillow Description: Minimum 21 oz. of first-quality, 100% polyester fiber filling with 7 oz. Staph-check cover; cover must comply with applicable flammability standards Size: 21" x 27" Manufacturer: Tabb Textile Co. or approved equal Style Number: P1217 or approved equal	
3	10,000	Dozen	Small Flat Sheet Description: 50/50 cotton/polyester, 130 thread count, color: white Size: 54" x 90" (finished size) Manufacturer: Tabb Textile Co. or approved equal Style Number: MS125 or approved equal	
4	250	Dozen	Woven Wool Blanket Description: Woven wool blanket, 70% wool / 30% man-made fiber, color: dark grey; flame resistant and machine washable Size: 62" x 84" Manufacturer: Tabb Textile Co. or approved equal Style Number: WB130 or approved equal	
5	10,000	Dozen	Bath Towel	

			Description: Bath towel, 22" x 44", color: white, 84/16 cotton/poly blend Caumograph: Widthwise, 2" x 7" in corner; to read: <i>MIAMI-DADE COUNTY PROPERTY</i> Minimum Weight: 400 gsm Manufacturer: Tabb Textile Co. or approved equal Style Number: BT155 or approved equal	
6	8,340	Dozen	Washcloth Description: Washcloth, terry, color: white, 84/16 cotton/poly blend, minimum 380 gsm Size: 12" x 12" Manufacturer: Tabb Textile Co. or approved equal Style Number: WC100 or approved equal	