

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

The purpose of this solicitation is to establish a contract for the purchase of Mechanical Joint Tapping Sleeves in conjunction with the County's needs.

2.2 TERM OF CONTRACT

The contract shall commence on the first calendar day of the month succeeding its approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the Internal Services Department Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of a six (6) year contract term.

2.3 METHOD OF AWARD

2.3.1 Award of this contract will be made to the two (2) lowest priced responsive and responsible bidders on a group-by-group basis. To be considered for award of a group, a bidder shall offer prices for all items within the group and shall offer a single manufacturer's brand for the entire group. If a bidder fails to bid on all items within the group or does not offer a single manufacturer's brand for the group, its offer for the group may be rejected.

2.3.2 The lowest priced responsive and responsible bidder per group shall be designated as the primary bidder for that group, and the second lowest priced responsive and responsible bidder per group shall be designated as the secondary bidder for that group. While the County will award to multiple bidders to assure availability, and for the County's convenience, the primary bidder shall have the first responsibility to deliver under the contract. This multiple award does not exempt primary or secondary awarded bidders from fulfilling their contractual obligations. A bidder that fails to perform in accordance with contract requirements may be terminated in accordance with paragraph 1.25 of the General Terms and Conditions, and/or charged re-procurement costs.

2.3.3 Bidders shall be the manufacturer of the offered products, or be authorized by the manufacturer or their designee, as an agent, dealer, distributor, or equivalent to be considered for award. Bidders are required to submit proof of the manufacturer's authorization. The proof may be in the form of any of the following:

2.3.3.1 Current correspondence from the manufacturer, or designee, identifying the bidder as the manufacturer, or designating the bidder as an agent, dealer, distributor, or equivalent

or,

2.3.3.2 A copy of an executed agreement between the manufacturer, or designee, and the bidder, designating the bidder as an agent, dealer, distributor, or equivalent

or,

2.3.3.3 The web address of the manufacturer's, or designee's, internet website, where the bidder is clearly identified as the manufacturer, or where the manufacturer, or designee, clearly lists the bidder as an agent, dealer, distributor, or equivalent.

2.4 PRICES

The prices resultant from this solicitation shall prevail for the term of the contract, except as hereby noted. The County will consider yearly price adjustments, to be effective on the contract's anniversary date, based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase). It is the bidders' responsibility to request any pricing adjustment under this provision. Requests for price adjustment should be submitted to the Internal Services Department Procurement Management Division 90 to 40 days prior to the contract's anniversary date. Requests for price adjustment must clearly substantiate the requested increase. The County reserves the right to negotiate prices, approve or disapprove price adjustments, or cancel its contract with the bidder, in its best interest.

2.5 DELIVERY

2.5.1 Bidders shall deliver within 14 calendar days after the date of the order, unless otherwise authorized by the County, at the time of a specific purchase. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidders; except when the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County. Should a bidder fail to deliver within 14 calendar days, the County may cancel the order, place the order with another bidder in the contract, obtain the item outside of the contract, and/or charge the bidder with re-procurement costs.

2.5.2 Certain County employees may be authorized to pick-up products under this contract. Awarded bidders shall require written County authorization and proper identification from all County employees picking-up products. The awarded bidder shall maintain a copy of the authorization. If the awarded bidder is in doubt about any aspect of the pick-up, the bidder shall contact the County department to confirm the authorization.

2.5.3 On April 23, 2002, the Miami-Dade Board of County Commissioners approved Ordinance Number 02-68 entitled "Provide Rules and Regulations Governing Security at the Water and Sewer Department Facilities" which created Article IX of Chapter 32 of the Miami-Dade County Code. In accordance with the Ordinance, the standard procedures for receiving cartons/boxes/packages, etc. are as follows:

2.5.3.1 Items Delivered By the Awarded Bidders - The bidder must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order. Failure to prepare and enclose packing slips with the items in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The Water and Sewer Department shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

2.5.3.2 Items Delivered to the Various Water and Sewer Department Store Rooms by the US Mail or a Private Carrier (i.e. US Postal Service, UPS, Federal Express, Carolina Freight) - Bidders must enclose a complete packing slip or delivery ticket with items to be delivered, in conjunction with this solicitation, for the bidder by a private carrier. The packing slip must be enclosed with the shipping cartons, which contain the items being delivered. The

packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order. In addition, the bidders must print the purchase order number and the Department requisition number in an obvious, prominent space in the "Ship To" portion of the private carriers receipt ticket/mailling ticket/bill of lading. This action will allow the storeroom personnel to immediately identify the items being delivered. If there is any question regarding the private carrier's receipt ticket, the bidder's packing slip enclosed with the items being delivered can be immediately examined. Failure to include the purchase order number and the Department requisition number on the private carrier's receipt ticket and to enclose a packing slip to the items being delivered in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The Water and Sewer Department shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

2.6 WARRANTY

- 2.6.1 Type of Warranty Coverage Required - Manufacturer's standard warranty must be provided on all bid items. In addition to all other warranties that may be supplied by the manufacturer, the bidder shall warrant its products against faulty labor and/or defective material, for no less than one (1) year after the date of acceptance of the product 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 products received from the bidder does not constitute a waiver of these warranty provisions.
- 2.6.2 Correcting Defects Covered Under Warranty - Bidders shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) working days after the County notifies the bidder of such deficiency. If a bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, (a) place the bidder in default of its contract, and/or (b) procure the products from another bidder 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.

2.7 EQUAL PRODUCT

- 2.7.1 The manufacturer's names, or brand names, 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 this is in no way intended to prohibit the offer of other manufacturer's items of equal material and performance. An "equal" product shall be equal in quality and standards of performance to the product specified in the solicitation. The County shall be sole judge of equality, based on its best interest, and its decision in this regard shall be final.
- 2.7.2 Bidders shall provide two (2) complete sets of Evaluation Data for each "Equal Product", or group of "Equal Products", proposed. Evaluation Data shall be defined as complete sets of factory information sheets (specifications, brochures, etc.), and catalog data (information showing construction details, drawings, and appurtenances). The Evaluation Data, as a whole, must provide sufficient information to allow the County to ascertain that the proposed products meet all specifications. Bids for "Equal Products" should include sufficient data to prove compliance to the technical specifications and requirements, however, Miami-Dade County may, at its sole discretion, allow bidders to complete or supplement the evaluation data during the bid evaluation period.

Failure to provide the proof of compliance to the technical specifications and requirements through Evaluation Data, to the satisfaction of the County, may result in a non-responsive bid.

- 2.7.3 During the County's evaluation, a bidder may be required to submit a sample of a proposed product for evaluation, at no cost to the County. If a sample is required, the County will notify the bidder and will specify the deadline for its submission. Each sample submitted by the bidder shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name, and brand name. If a bidder fails to submit a required sample, properly labeled, within the specified date stipulated in the notice, the County may not consider the proposed product. All samples shall become the property of Miami-Dade County. The County may perform its own testing or may ask the bidder to send samples to a certified laboratory, independent of the bidder, for analysis. Any costs for testing performed, during the evaluation period, shall be paid by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.
- 2.7.4 The County may verify information submitted by a bidder and may obtain and evaluate additional information, as it deems necessary, to ascertain a products' conformance to the specifications and requirements.

2.8 COMPLIANCE WITH STANDARDS

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American Iron and Steel Institute (AISI), the American National Standard Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Waterworks Association (AWWA), the National Institute of Occupational Safety Hazards (NIOSH), Occupational Safety and Health Administration (OSHA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the Environmental Protection Agency (EPA), the American Society of Mechanical Engineers (ASME), the National Fire Protection Association (NFPA) and the National Sanitation Foundation-International (NSF). Bidders must be regularly informed and must conform to any changes in standards issued by any of the regulatory agencies which govern the commodities related to this solicitation.

2.9 CHANGES IN MANUFACTURER AUTHORIZATION DURING THE CONTRACT TERM

Awarded bidders must maintain their relationship as manufacturer agents, dealers, distributors, or equivalent, throughout the term of the contract. Any changes in their authorization as agents, dealers, distributors, or equivalent, must be reported to the County. Should an awarded bidder cease to be authorized by a manufacturer during the contract term, the County may terminate its contract with the bidder.

2.10 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by Water and Sewer Department in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the similar items. If there are multiple awarded bidders on the contract, the County representative may also obtain price quotes from these awarded bidders. The County

reserves the right to award these similar items to the primary awarded bidder, another awarded bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.11 TESTING OF RANDOM SAMPLES

The Water and Sewer Department may periodically test purchased products for conformance to specifications to include materials testing, pressure testing, dimensions and tolerances, component weights, markings, finish and fit, and such other matters as necessary to assure the supply of products meeting the solicitation's requirements. Samples of delivered items may be randomly selected and tested for compliance with specifications. If it is found that a delivered product does not conform to the specifications, the County shall require replacement within a reasonable length of time and may cancel its contract with the bidder for default. The Water and Sewer Department will pay for the testing of random samples, but may be entitled to reimbursement from the awarded bidder if a product fails a test.

2.12 INSURANCE REQUIREMENTS

Paragraph 1.21 (Insurance Requirements) of the General Terms and Conditions does not apply to this solicitation.

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SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

Furnish and deliver mechanical joint tapping sleeves as specified herein.

3.2 GREY CAST OR DUCTILE IRON TAPPING SLEEVES, DESIGNED TO WITHSTAND A WORKING PRESSURE OF AT LEAST 150 PSI

- 3.2.1 They shall be mechanical joint ended on the run and shall have a connecting flange outlet, with centering groove, for connection to the tapping valve. For tapping sleeves with flanged outlets 12 inches and smaller, the connecting flanged joint between the tapping sleeve and the tapping valve shall be in compliance with all applicable provisions of MSS Standard Practice SP60, latest revision, as developed and approved by the Manufacturers Standardization Society of the Valve and Fittings Industry.
- 3.2.2 For tapping sleeves with flanged outlets larger than 12 inches, the connecting flange joint between the tapping sleeve and the tapping valve shall be industry standard. However, the tapping sleeve must provide a matching fit with tapping valves by other manufacturers.
- 3.2.3 All tapping sleeves for water applications shall be in full compliance with ANSI/NSF Standard 61, "Drinking Water System Components-Health Effects". Manufacturers shall maintain their NSF compliance for the duration of the Contract and any extensions thereof.
- 3.2.4 All markings required on pipe and fittings, shall be clearly legible and located such that they will not be hidden or destroyed when assembled into the intended system.
- 3.2.5 Each mechanical joint on the tapping sleeve shall be furnished complete with tee-head bolts and nuts complying with ANSI/AWWA Standard C111/A21.11-12, "Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings". Tee-head bolts and hex nuts shall be of high strength, low-alloy steel with characteristics, dimensions and threading as specified in ANSI/AWWA Standard C111/A21.11-12. Bolts and nuts shall be hot-dip galvanized in accordance with ASTM Standard A153 "Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- 3.2.6 Side flange bolts and nuts joining the two halves of the sleeve shall be carbon steel complying with ASTM Standard A307-94 "Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength", Grade B, hot-dip galvanized in conformance with ASTM Standard A153 "Specification for Zinc Coating (Hot - Dip) on Iron and Steel Hardware" or Stainless Steel of the same size and strength as the carbon steel fasteners and conforming with ASTM Standard F593 " Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs" Alloy Group 1 or 2, Condition CW.
- 3.2.7 All fasteners used in any part of the entire tapping sleeve assembly shall fully comply with Public Law 101-592, "Fastener Quality Act".
- 3.2.8 Each tapping sleeve shall be furnished complete with all necessary split end gaskets, longitudinal gaskets and two-piece (split) cast or ductile iron glands. Ductile iron glands shall be furnished with ductile iron sleeves and grey iron glands with grey iron sleeves. Follower glands held in place by set screws are not acceptable. Gaskets shall be shipped separately in suitable protective containers. Material for both longitudinal and split end gaskets shall be Neoprene, EPDM, or Nitrile for sanitary sewer use and SBR for potable water, all conforming to ANSI/AWWA Standard C111/A21.11-12.

- 3.2.9 End gaskets for sleeves in Groups A through B shall be furnished with the sleeves to enable them to fit any class of iron pipe that may be encountered in the field and Classes 100 and 150 asbestos-cement pipe in the 4 and 6-inch sizes. Both sets of appropriate gaskets shall be furnished with each sleeve.
- 3.2.9.1 4-inch and 6-inch sleeves in shall fit Class A or Classes B, C and D cast iron pipe, or Classes 100 and 150 asbestos-cement pipe.
- 3.2.9.2 8-inch through 24-inch sleeves in shall fit Classes A and B or Classes C and D cast iron pipe.
- 3.2.9.3 30-inch and 36-inch sleeves in shall fit Class B cast iron pipe or cast iron pipe with a special size (O.D.) as ordered.
- 3.2.10 The Mechanical Joint Tapping Sleeves listed in Groups A through B are to be manufactured by American Cast Iron Pipe Company or United States Pipe and Foundry Company LLC (Type T-9), or an approved equal.

3.3 POWERSEAL TAPPING SLEEVES

- 3.3.1 In accordance with Public Notice #38, effective April 9, 2002, Miami Dade Water and Sewer Department is also soliciting bids for the purchase of the Power Seal Pipeline Products Corp. No. 3490 MJ Mechanical Joint Tapping Sleeve. The unit has a mechanical joint branch outlet tapping connection which mates with a standard MJ Resilient Seated Gate Valve rather than the Tapping Flange X Mechanical Joint Ends required by the standard design of Tapping Sleeve.
- 3.3.2 These units shall be manufactured of AISI Type 316 Stainless Steel, passivated after welding or, of Type 316 L. Threaded fasteners shall be type 316 and gasketing shall be Neoprene, EPD, or Nitrile for sanitary sewer use and SBR for portable water.
- 3.3.3 The Mechanical Joint Tapping Sleeves listed in Group C through E are to be manufactured by Power Seal Pipeline Products Corp., JCM, or an approved equal.