

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of potable water and food-grade ice for the Miami-Dade Fire Rescue Department (MDFR) 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 five (5) year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder in the aggregate. In order to be considered for award, Bidder(s) shall offer pricing for all items listed in this solicitation. If a Bidder fails to submit an offer for all items, its offer may be deemed non-responsive.

To be considered for an award recommendation, Bidders shall provide the documentation requested below:

- a) Bidder(s) shall provide the contact information of a designated representative who can be reached during the County's business hours (8:00am to 5:00pm), Mondays through Fridays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.
- b) Bidder(s) or Bidder(s)'s Subcontractor shall be regularly engaged in the business of providing water filtration units and services to be considered for award. Bidder(s) or Bidder(s)'s Subcontractor shall provide **one (1) reference** from customers to whom the Bidder(s) or Bidder(s)'s Subcontractor has provided or is currently providing water filtration units and services as described throughout this solicitation. In lieu of the references from the Bidder(s) or Bidder(s)'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's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the products (Section 4: Submittal – Required Criteria). 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 provide the products.

2.4 PRICING

The rates shall remain fixed for a period of one (1) year (initial term) after the commencement of the contract. Rates may change annually based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL). Awarded Bidder

shall submit rate adjustment requests at least thirty (30) days prior to the end of each twelve (12) month period.

The period used to calculate the adjustment will include no more than twelve (12) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the twelfth (12th) month, including preliminary [P] numbers during the current twelve (12) months, as not all months may be available for calculation. If the County authorizes an adjustment, the awarded rate(s) will be multiplied times the index percentage change, and the new awarded rate(s) for the next twelve (12) months. The rate adjustment, if any, will take effect on the first month of the next twelve (12) month period.

The County reserves the right to apply any reduction in pricing for each contract year based on the downward movement of the applicable index.

2.5 **PRODUCTS**

A. EQUALS

The mention of a particular manufacturer's brand name in Section 3, Technical Specifications, does not imply that the particular brand name is the only one that will be considered for purchase. This reference is intended solely to establish the minimum quality that will be acceptable. If an equal product is to be considered by the County in accordance with Section 3, Technical Specifications, the product shall be equal in quality, presentation, and quantity to the item(s) specified in the solicitation. Equal products must be clearly identified by Bidder(s) in Section 4, Pricing, and must include the brand name. Failure to provide this information may result in rejection of the offer.

The determination as to whether an alternate product is or is not equal shall be made solely by Miami-Dade County, and such determination shall be final and binding upon all Bidders. Miami-Dade County reserves the right to request and review additional information and samples to make a determination.

B. SAMPLES

Bidder(s) may be required to submit a sample of equal products proposed for evaluation by, and at no cost to the County. If samples are required, the County will notify Bidder(s) of such in writing and will specify the deadline for submission. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, item number, manufacturer's name and brand name. If the Bidder(s) fails to submit the sample properly labeled, within the specified date stipulated in the notice, the County may - not consider the Bidder's bid. All samples shall become the property of Miami-Dade County. Any samples submitted shall create an express warranty that the whole of the goods to be provided by the Bidder(s) during the contract period shall conform to the samples submitted.

2.6 **DELIVERY**

Awarded Bidder shall make **deliveries within ten (10) calendar days** from the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and within the required delivery time frames; except in such cases where the delivery will be delayed due to acts of

nature, strike, or other causes beyond the control of the awarded Bidder. The County shall be notified of any delays in advance of the original scheduled delivery so that a revised delivery date can be appropriately considered.

Should the awarded Bidder fail to deliver the products within the time stipulated in the Purchase Order, the County reserves the right to cancel the order on a default basis. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the products elsewhere and to charge the awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up products under this contract. The awarded Bidder shall require presentation of this written authorization and shall maintain a copy of the authorization. If the awarded Bidder is in doubt about any aspect of product pick-up, the awarded Bidder shall contact the appropriate user department liaison to confirm the authorization.

In its discretion, the County may allow early delivery or start of service before the specified time period for timely delivery or may direct that deliveries or starts of service be made only within the time allowed. In the event of delivery or start of service after the time period specified for timely delivery, the Customer, at its sole discretion, may allow such a delivery or start of service.

For Potable Water ordered by Customers, but not used and still in unbroken pallets, the Contractor(s) shall accept returned inventory and reimburse, or accept a short-paid invoice at the billed rate. The Contractor(s) shall not charge Customers a restocking fee that exceeds 10% of the billed rate but Customers will pay return shipping charges

DELIVERY LOCATIONS

Awarded Bidder shall deliver products to the following County facilities:

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Other delivery locations, within Miami-Dade County boundaries, may be added during the term of the contract.

2.7 ACCEPTANCE OF PRODUCTS

The products to be provided shall be maintained in full compliance with industry standards and the specifications and requirements set forth in this solicitation. If products provided are found to be defective or determined not to meet the specifications and requirements of this solicitation, at the County's sole discretion, either prior to acceptance or upon initial inspection, the product will be returned to the awarded Bidder, at the awarded Bidder's expense. At the County's own option, the awarded Bidder shall either provide a direct replacement for the product or provide a full credit for the returned product. The awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this paragraph.

2.8 ADDITIONAL PRODUCTS

While the County has listed all major products within this solicitation which are utilized by the County

department in conjunction with its operations, there may be similar product(s) that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar product(s). The County reserves the right to award these similar product(s) to the awarded Bidder, based on the price quoted, to negotiate pricing, or to acquire the product(s) through a separate solicitation.

2.9 SUBSTITUTE PRODUCTS

Substitute brands or models may be considered during the contract period for discontinued products. Awarded Bidder shall not deliver any substitute product as a replacement to an awarded brand or model without express written consent from the County. Substitute product(s) must meet the specifications noted in Section 3, be of equal or better quality, and priced the same as the awarded product(s). Excessive substitution requests may be cause to cancel the contract.

2.10 PRODUCT CERTIFICATION

Upon issuance of a purchase order for Potable Water and/or Food Grade Ice, the Contractor shall obtain weekly bacteriological analysis of source water and product samples. Documentation must include the date of production and the date of expiration of the water supplied under this contract. This documentation will be subject to the following conditions:

- a) The Contractor shall maintain these records until completion and acceptance by the County of all product(s) deliveries.
- b) The County may ask the Contractor to provide copies of this data at any time during the performance of the purchase order from any or all of the subcontractors providing water/ice under this contract.
- c) When requested, the Contractor shall provide this data within six hours of such request by facsimile, email, or other means, unless the Customer authorizes a different time period.

2.11 FDA HOLD NOTIFICATION

If the Vendor or its subcontractors receive notification from the United States Food and Drug Administration (FDA) that a shipment of ice has not been released for distribution, the County shall be notified immediately. The County will not be liable for any expenses or losses incurred by the Contractor due to such notifications. Before the County will accept such a shipment of ice, it will be the responsibility of the Vendor to provide and forward a copy of the release notification from the FDA to the County.

2.11 SMALL BUSINESS MEASURES

2.12 INSURANCE

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Potable Water and Food Grade Ice purchases may be necessary to support the County's response to large scale incidents where the delivery of water and ice through regular means has become compromised. Notwithstanding the above customers of this contract may wish to place orders outside of these events.

3.2 PRODUCTS TO BE PROVIDED

There are four categories of Potable Water purchases and two categories of Food Grade Ice available via this contract.

3.2(a) Potable Water Only:

Contractor provides Potable Water without transportation or management. Potable Water must meet all conditions described herein.

3.2(b) Food Grade Ice Only:

Contractor provides Food Grade Ice without transportation or management. Food Grade Ice must meet all conditions described herein.

3.2(c) Potable Water, Transportation and Management ("Turnkey")

Contractor provides Potable Water delivered to specified location or locations within specified time frames as indicated herein Contractor provides management functions including but not limited to: vendor representatives, product tracking, and onward movement of product through final destination as described herein.

3.2(d) Food Grade Ice, Transportation, and Management ("Turnkey")

Food Grade Ice delivered to specified location or locations within specified time frames as indicated herein. Contractor provides management functions including but not limited to: vendor representatives, product tracking, and onward movement of product through final destination as described herein.

3.2(e) Bulk Potable Water

Contractor provides Potable Water, delivered in truckload (TL) increments. Minimum purchases are in TL increments of each product, with a minimum order of one (1) TL.

3.2(f) Potable Water Vendor Managed Inventory (VMI):

Contractor provides Potable Water stored in the State Florida, uploaded and delivered within specified time frames to possible multiple locations within the County. Two subcategories:

- a) County has guaranteed delivery quantities, but is not invoiced for payment for product unless and until the County takes delivery. Vendor rotates product to ensure freshness.

- b) County is invoiced prior to taking delivery of product and vendor maintains product as in subcategory a) above.

3.2(g) Canned Water

Contractor provides Canned Water without transportation or management. Potable Water must meet all conditions described herein.

3.2(h) Canned Water (“Turnkey”)

Contractor provides Canned Water delivered to specified location or locations within specified time frames as indicated herein Contractor provides management functions including but not limited to: vendor representatives, product tracking, and onward movement of product through final destination as described herein.

3.3 PRODUCT SPECIFICATIONS**3.3(a) Conversion Rates**

For this contract, the conversion factor for converting gallons to liters is 1 gallon = 3.7854 liters. The definition of a truckload is given in Section 1: Definitions, and consists of individually bottled Product(s) equating to approximately 18,000 liters or 4,750 gallons (4,749.340369 gallons rounded to 4,750).

3.3(b) Product Standards

As applicable, the product(s) shall be produced, packaged, labeled, and transported in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165, and product(s) must meet or exceed all other federal, state, and local laws and regulations.

3.3(c) Packing

This section augments section 6 (Packaging) of the PUR 1000 (10/06). Due to the many unknown circumstances which can arise during disaster response and recovery, it is possible that the product(s) may be moved several times, may be double stacked for storage, and may be stored outside, with no protection, in all types of weather, as well as stored in warehouses. As such, the following are minimum packing requirements:

- i. Bottled Potable Water and Canned Water shall be packed in cases. Food Grade Ice shall be packed in bags.
- ii. Product(s) shall be shipped on pallets.
- iii. Pallets will be sufficiently wrapped for safe transport. Pallets shall be designed for pickup from all four sides.
- iv. Pallets shall be designed to be picked up with a standard forklift.
- v. The Contractor shall ensure that the product(s) are packaged to withstand such handling as above described, as well as severe climatic conditions.
- vi. The Customer shall not be responsible for return of pallets. Unclaimed pallets may be disposed of at the Customer’s discretion. Specialized pallets should not be used; there is no way to guarantee their return.

3.3(d) Pallet Packing Slips

Each pallet of bottled Potable Water and Food Grade Ice shall have labels attached clearly on at least one side of pallets. Each label shall contain, in clear readable text, the information listed below:

- i. Purchase Order Number
- ii. Contractor's Name
- iii. Unit Size, Total Quantity on pallet, in liters (Water), or pounds (Ice) Potable Water Specifications

3.3(e) Potable Water Specifications**i. Bottled Water**

Potable Water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps. Bottles may be any size up to 1 liter in size, with .5 liter (16.9-ounces) bottles being preferred, at the Customer's discretion.

Note: Thin wall bottles are NOT preferable due to previous poor performance in rough handling situations but are acceptable in the interest of time. Gallon containers of water are NOT acceptable. No exceptions will be permitted unless indicated in writing by Customer at the time of order.

ii. Canned Water

Potable Water shall be packaged in single-service aluminum cans with an epoxy coating on the inside to protect the contents from the metal. Cans Bottles may be any size up to .5 liter (16.9-ounces) with 12 ounce cans being preferred, at the Customer's discretion.

iii. Bulk Water

The information above addresses bottled water, and not bulk water, delivered in tankers. A standard food-grade bulk water tanker contains between 5,000 - 6,000 gallons (18,927 – 22,712.4 liters) depending on the manufacturer of the tank trailer. Tankers that deliver Potable Water in bulk must follow all state and Federal guidelines for cleanliness and safety at all times.

3.3(f) Food Grade Ice Specifications

Food Grade Ice shall be packaged in bags ranging in size from 7 lbs. to 12 lbs.

3.4 PURCHASE ORDERS FOR TURNKEY AND BULK DELIVERY

The Contractor shall deliver product(s) in the quantities specified, to the delivery sites specified, and at the times specified in Purchase Orders issued by the County.

3.5 TRANSPORTATION

This section augments Section 11 (Transportation and Delivery) of the PUR 1000 (10/06). The Contractor shall comply with all applicable Federal, state, and local laws and regulations in the transportation of Product(s). All trucks transporting Food Grade Ice under this contract must be refrigerated.

3.5(a) Delivery Information Sheet

For each delivery, the Contractor shall provide two copies of a delivery information sheet, bill of lading or manifest, which includes at least the information below:

- i. State of Florida Contract Number
- ii. Purchase Order Number
- iii. Contractor's Name
- iv. Itemized list of supplies and quantities
- v. Name of shipment origination facility (i.e., bottling plant, warehouse, etc.)
- vi. Name of the transportation carrier
- vii. Total quantity of liters (water), or pounds (ice) per truck per delivery

3.5(b) Satellite Transponder Units

- i. All trucks transporting product(s) under this contract shall be equipped with satellite transponder units
- ii. The transponders shall be provided at the contractor's expense and included in the response solution offering(s) described in Potable Water, Transportation, and Management ("Turnkey"), Food Grade Ice, Transportation, and Management ("Turnkey"), Canned Water, Transportation and Management ("Turnkey"), and Potable Water Vendor Managed Inventory (VMI).
- iii. Transponders shall report the location of truck(s) involved in a delivery in increments of no greater than 30 minutes.

SECTION 4
BID SUBMITTAL

<p><u>SUBMITTAL REQUIREMENT</u></p> <p>TO BE COMPLETED BY ALL BIDDER(S)</p>

2.3(a)	<p>Bidder(s) shall provide the contact information of a designated representative that can be reached during the County’s business hours (8:00am to 5:00pm), Mondays through Fridays to address matters relating to the contract. Bidder(s) shall provide the representative’s name, title, phone number, and email address.</p> <p>Representative Name: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>
2.3(b)	<p>Bidder(s) or Bidder(s)’s Subcontractor shall be regularly engaged in the business of providing water filtration units and services to be considered for award. Bidder(s) or Bidder(s)’s Subcontractor shall provide one (1) reference from customers to whom the Bidder(s) or Bidder(s)’s Subcontractor has provided or is currently providing water filtration units and services as described throughout this solicitation. In lieu of the references from the Bidder(s) or Bidder(s)’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’s name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the products (Section 4: Submittal – Required Criteria). 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 provide the products.</p>

	<p>Company Name: _____</p> <p>Contact Person/Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	
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