# ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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# <u>SECTION 2 - SPECIAL TERMS AND CONDITIONS</u>

#### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of bottle-less water filtration units and cups for various Miami-Dade County Departments on an as-needed basis.

#### 2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the 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

Prices shall remain fixed for a period of one (1) year (initial term) after the commencement of the contract. Prices may change annually based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL); however, the annual increase shall not exceed five percent (5%). Awarded Bidder shall submit rate adjustment requests at least sixty (60) days prior to the end of each 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 12<sup>th</sup> 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 ACCEPTANCE OF PRODUCTS BY THE COUNTY

The products to be provided hereunder shall be delivered to the County, and maintained in full compliance with industry standards, and the specifications and requirements set forth in this contract. If the Awarded Bidder provides a product that is determined to not meet the specifications and requirements of this contract, 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. Awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

## 2.6 STOCK MAINTAINED BY AWARDED BIDDERS

Awarded Bidder shall ensure that adequate stock levels are maintained in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Awarded Bidder, the County reserves the right to cancel the order, purchase the products elsewhere, and charge the Awarded Bidder for any re-procurement costs incurred.

## 2.7 ADDITION/DELETION OF FILTRATION UNITS

Although this solicitation and resultant contract identifies specific locations and quantities of filtration units to be placed and serviced, it is hereby agreed and understood that additional locations and quantities may be added at the option of the County.

The County may remove service locations and filtration units when no longer required during the contract period.

# 2.8 SMALL BUSINESS MEASURES

#### 2.9 INSURANCE REQUIREMENTS

This section shall amend Section 1.22(A) Items: 1-3, Insurance Requirements:

# **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### 3.1 SCOPE OF WORK

To establish a contract for the purchase of bottle-less water filtration units and paper cups for various County departments.

# 3.2 BOTTLE-LESS WATER FILTRATION UNITS & CUPS

The following specifications apply to all products:

#### 3.2.1 Bottle-less Water Filtration Units

The County has approximately 1,686 bottle-less water filtration units throughout multiple County facilities. The County will provide the water source and the Awarded Bidder shall be responsible for the installation of the filtration units, inclusive of establishing a water line from the water source to the bottle-less water filtration unit. The Awarded Bidder shall be responsible for the maintenance of the filtration units inclusive of replacement parts. Throughout the term of the contract, The County may request additional filtration units and/or replacement filtrations units.

#### 3.2.1. A Transition Plan

At the start of the contract, the Awarded Bidder will be required to coordinate the transition with the incumbent Awarded Bidder. Upon award of this contract, a 105 day transition period will be allowed; 45 days to coordinate the removal of the current units and 60 days for the installation of the new units. Payments to the Awarded Bidder, during the transition period, will be prorated based on the number of days of the month in which the new unit are installed.

At least one-hundred twenty days prior to the expiration of this contract, the Awarded Bidder shall create a transition plan which shall identify the timeframe for the removal of the units provided under this contract.

#### 3.2.2 Rolled-Rim Paper Cone Cups

Paper cone cups shall be made of paper, have rolled-rims to prevent spills and have tight-seal seams to ensure that the cup is leak-proof. Cups shall be 4.5 ounces, white in color, any variation will have to be approved by the County.

#### 3.3 SERVICING BOTTLELES WATER FILTRATION UNITS

The Awarded Bidder shall service all bottle-less water filtration units at least twice each year (at no additional cost). Service is to include but not be limited to the following:

- Check for water quality and temperature
- Ensure the dispenser operating systems are operating at maximum efficiency.
- Check electrical cords for any damage and replace if needed.
- Check reset switches to ensure they are properly functioning.
- Sanitize dispenser units internally and externally.
- Replace filters (as required).

#### 3.4 CONFORMANCE TO FEDERAL STANDARDS

The Awarded Bidder shall conform to all of the U.S. Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA) set of drinking water standards for water purification and/or bottled water throughout the term of the resultant contract.