

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

☐ New contract    ☐ QTR    ☐ CO    ☐ SS    ☐ BW    ☐ Emergency

☒ Re-Bid    ☐ Other

LIVING WAGE APPLIES: \_\_\_ YES ☒ NO

Previous Contract/Project No:  
Q7189-2/15-2

Requisition/Project No: FB-00592

TERM OF CONTRACT: 60 months with 0 option-to-renew

Requisition/Project Title: Deionized Water Services

Description: Deionized Water Services and Supplies

User Department(s): WASD, ME, RER

Issuing Department: ISD/PM

Estimated Cost: \$3,000,000

Contact Person: Robin Webb Phone: 305-375-4356

Funding Source: Proprietary Funds, General Funds

**ANALYSIS**

Commodity/Service No: 925-97		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases for Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR
Contractor:	Evoqua Water Technologies	Evoqua Water Technologies	Siemens Water Technologies
Small Business Enterprise:	N	N	N
Contract Value:	\$54,310	\$54,310	\$54,310
Comments:			
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
X		%	X	
		%		
		%		
		%		

**Basis of Recommendation:**

The commodity code certification listing has been reviewed and no certified firms were found.

Signed: Bob Webb

Date to DBD: 5/23/2017

Date Returned to DPM: \_\_\_\_\_

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

The purpose of this solicitation is to establish a contract for deionized water systems and services in conjunction with the County's needs on an as needed basis.

**2.2 PRE-BID CONFERENCE/EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer it is advisable that prospective Bidders attend the scheduled pre-bid conference/site visits of the proposed work sites and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

The location and time for the examination of the sites is as follows:

Date: \_\_\_\_\_, 2017

Pre-bid Conference at Medical Examiner Complex, One Bob Hope Road, Miami at \_\_\_\_\_

Location No. (1) Morgue Building, One Bob Hope Road, Miami at \_\_\_\_\_

Location No. (2) Ninth Street Pump Station, 311 NE 9<sup>th</sup> Street, Miami at \_\_\_\_\_

Location No. (2) 211 W. Flagler Street, Miami at \_\_\_\_\_

Location No. (3) Virginia Key Laboratory, 3989 Rickenbacker Causeway, Key Biscayne at \_\_\_\_\_

**2.3 TERM OF CONTRACT**

The 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 Notice of Award Letter which is distributed by County's Internal Services Department, Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months.

**2.4 METHOD OF AWARD**

Award of this contract will be made to the lowest priced Bidder by Group, who meets the minimum requirements as listed throughout this solicitation. Award of each group will be made by Group to the responsive, responsible Bidder who submits an offer on all items listed in the group and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer for that group may be rejected. If the vendor fails to perform in accordance with the terms and conditions of the contract, the vendor may be deemed in default of the contract. If the vendor defaults, County shall have the right to negotiate with the next responsive, responsible Bidder.

**2.5 Qualification Minimum Requirements**

The Bidder shall be regularly engaged in the business of providing deionized water services, supplies and installations of equipment as required in this solicitation. References must be listed in the Bidder's Submittal Form. The references must be customers for which the Bidder has provided the services described in this solicitation. The references must include the customer's name, contact person's name, title, telephone number, and include the project's start and end dates and the person's name that is able to verify that the vendor has successfully provided the services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in deionized water services.

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**2.65 PRICES**

The prices proposed by the vendor shall remain fixed and firm for no less than one year from the award of the contract. Annual price adjustments based on changes in the following pricing index: The latest Producer Price Index (PPI) for machinery and equipment, general purpose machinery and equipment, will be considered.

Prices shall be inclusive of all costs, charges, and fees involved in providing the specified products and services. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the vendor's request for adjustment should be submitted 90 days prior to the anniversary of the contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The County reserves the right to reject any price adjustments submitted by the vendor.

**2.76 METHOD OF PAYMENT: Monthly Invoices for Completed Purchases and Services**

The vendor shall provide an itemized bill that includes the total cost of supplies, monthly flat rate, or cost per tank exchanged.

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase and services have been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth in Sect. 1, Para. 1.35, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

**2.87 DELIVERY SHALL BE TEN (10) DAYS AFTER RECEIPT OF ORDER**

Vendor(s) shall deliver within ten (10) calendar days after receipt of a purchase order (PO) from the County,

except if stated otherwise on a purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor 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 the vendor(s) to whom an order is awarded fail to deliver in the number of days stated in the PO, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract has 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 vendor with any re-procurement costs. If the vendor 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 materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Vendor(s) shall enclose a complete packing slip /delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip /delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip /delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered, and back-order quantities and estimated delivery of back orders, if applicable.

Deliveries to Water & Sewer facilities will be made under the rules and regulations provided by Ordinance Number 02-88 entitled "Provide Rules and Regulations Governing Security at the Miami Dade Water and Sewer Department Facilities". The standard procedures for receiving cartons/boxes/packages, etc. will either be included in the Request for Quote form or upon request by the vendor.

## **2.98 BACK ORDER**

Vendor(s) shall ensure that stock levels are maintained in order to assure prompt delivery. The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

## **2.109 WARRANTY**

Vendor(s) shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) working days after such rejected defects, deficiencies, and/or non-conformances

are reported to the vendor. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) working days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor for default.

A. Warranty Coverage

In addition to all warranties that may be supplied by the manufacturer, the vendor shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials, and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within three (3) working days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within three (3) working days of the receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may a) place the vendor in default of its contract, and/or b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items either through a credit memorandum or through invoicing.

**2.10 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Robin Webb at (305) 375-4356 or via email at [drobin@miamidadegov](mailto:drobin@miamidadegov)

**2.11 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.122 ADDITIONS / DELETIONS**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added or deleted to this contract at the option of the County. The County may delete services for any facility(ies) when such services are no longer required. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

While the County has listed deionized water systems and services within this solicitation which is utilized by County departments in conjunction with their operations, there may be similar items/products that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**2.133 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion of service, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the user department.

**2.144 STATE AND COUNTY REGULATIONS**

Vendor(s) shall conform to all Federal, State, and County regulations while in performance of the contract. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any vendor may result in the immediate termination of the vendor from the contract.

**2.156 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in the Technical Specifications Section, of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance of the deionized water systems supplied by the vendor on a rental basis. Exceptions to materials provided by the vendor shall be items considered expendable which shall be purchased by the individual County department. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type

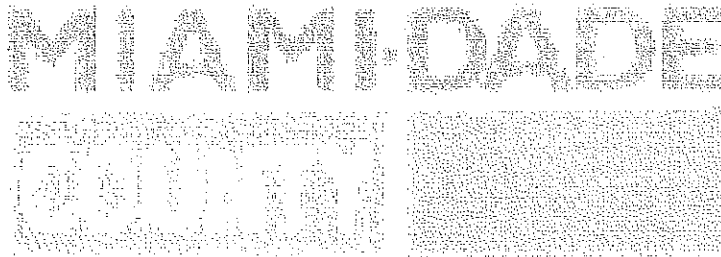
and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the project manager of the associated County Department.

**2.166 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since some of the goods, and services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

**2.177 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA) and the Environmental Protection Agency (EPA).



**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The purpose of this solicitation is to establish a contract for the rental of deionized water systems, water softeners, equipment, supplies, and installation at the following facilities in Miami-Dade County.

**3.2 GOODS / SERVICES TO BE PROVIDED****GROUP A: MEDICAL EXAMINER'S OFFICE**

Morgue Building, One Bob Hope Road, Miami, Florida 33136

The Deionized Water System for the Medical Examiner's Office shall be a 1.2 Ft<sup>3</sup> tank system with a capacity to deliver 5 GPM, and water quality of 10 megohms or better. The system shall be quoted based on exchange prices for each tank. There shall be no limit on water usage. Filters and other expendables shall be purchased by the department. The deionized equipment shall essentially be the same as in the attached diagram (Exhibit A).

**GROUP B: DEPARTMENT OF ENVIRONMENTAL RESOURCES**

211 W Flagler Street, Miami, Florida 33136 33130 / 701 NW 1<sup>st</sup> Court, Miami, Florida 33136

The Deionized Water Systems (two systems at different locations) for the Department of Environmental Services shall be as follows:

- a 3.6 Ft<sup>3</sup> tanks systems with a capacity to deliver 5 GPM, and water quality of 10 megohms or better. The system shall be quoted based on exchange prices for each tank. There shall be no limit on water usage. Filters and other expendables shall be purchased by the department. The deionized equipment shall essentially be the same as in the attached diagram (Exhibit A).
- a 1.2 Ft<sup>3</sup> tanks system located in 211 West Flagler Street with a capacity to deliver 5 GPM, and water quality of 10 megohms or better. This system shall be quoted based on a monthly rental flat rate. Price shall be inclusive of all rental and maintenance fees. There shall be no limit on water usage. The deionized equipment shall essentially be the same as in the attached diagram (Exhibit A).

**GROUP C: WATER & SEWER DEPARTMENT**

The Deionized Water Systems and the Water Softener for the Water and Sewer Department shall be the following:

Item	Name of Plant	Location	System
1	John E. Preston Water Treatment Plant	100 W. 2 <sup>nd</sup> Avenue Hialeah, FL 33010	1.2 Ft <sup>3</sup> Deionized Water System
2	Alexander Orr Jr. Water Treatment Plant	6800 SW 87 <sup>th</sup> Avenue Miami, FL 33173	1.2 Ft <sup>3</sup> Deionized Water System
3	Central District WWTP (Virginia Key)	3989 Rickenbacker Causeway Key Biscayne, FL 33149	1.2 Ft <sup>3</sup> Deionized Water System
4	South District WWTP (Blackpoint)	8950 SW 232 <sup>nd</sup> Street Miami, FL 33190	1.2 Ft <sup>3</sup> Deionized Water System
5	North District WWTP (Interama)	2575 NE 151 <sup>st</sup> Street North Miami Beach, FL 33160	1.2 Ft <sup>3</sup> Deionized Water System

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6	Ninth Street Pump Station	311 NE 9 <sup>th</sup> Street Miami, FL 33132	Twin Water Softener. Tank Size: 18" x 65". Volume per tank: 5Ft <sup>3</sup>
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ces for the above mentioned systems shall be quoted based on a monthly rental flat rate. Price shall be inclusive of all SDI tanks, filters, UV lamps, Quartz, Sleeves, replacement equipment and services. Items 1-5 must have the capacity to deliver 5 GPM, and water quality of 10 megohms or better. There shall be no limit on water usage. The deionized equipment shall essentially be the same as in the attached diagram (Exhibit A). The Water Softener system for the Ninth Street Pump Station (Item 6) shall be quoted based on a monthly rental flat rate. Price shall be inclusive of all rental and maintenance fee.

#### GROUP D: PARTS AND SUPPLIES

Parts and supplies shall be quoted based on a percentage discount from the manufacturers' price list. The vendor shall submit a copy of the manufacturers' price list with the quote.

### 3.3 SERVICES REQUIREMENTS AND MEASURES OF PERFORMANCE

A. Furnish and deliver equipment, supplies, service, and installation for the purification of water by the deionization process. This includes high flow purification systems and water polishing equipment for converting deionized water into lab grade water as well as water softening equipment.

B. The user department will monitor the water quality by measuring the resistance of the water after it leaves the final mixed bed tank. The vendor shall be notified if the indicating lights come on or if resistance measurements fall below 10 megohms. The vendor will be expected to respond within a 24-hour period to maintain the Type 1 quality of the water and shall maintain at all times the Deionized Water system in OEM conditions. Failure to provide the specified Type 1 quality water and/or ancillary supplies and services specified can be considered by the County as non-performance of the contract. At that point the respective County department may request that the vendor remove the equipment within twenty-four (24) hours.

C. Installation of equipment must comply with all applicable State and County codes.

D. All systems must work with existing Miami Dade County owned equipment that includes the following at a minimum: Modulab High Flow Systems, Purelab Ultra Water Polishing Systems, Barnstead MicroPure System, Academic A10 MilliPore system, and Water Meter.

### 3.4 THE COUNTY WILL PROVIDE THE FOLLOWING

- A. Location for vendor tanks and filters;
- B. Access to general water system;
- C. By-pass connections and valves to by-pass vendor system;
- D. PVC 1/4" pipes to delivery locations upstream of deionized system with appropriate PVC shut-off valves and final filter hook-ups;
- E. Appropriate outlets for installing of intermediate and final quality monitoring lights.

### 3.5 SERVICE, PARTS AND SUPPLIES FOR COUNTY OWNED EQUIPMENT

In addition to the rental equipment provided by the vendor, maintenance services, parts and supplies are required for the various systems purchased by the County.

Equipment purchases shall include any updates or upgrades as required by the department necessary to maintain the functionality of the equipment and quality of the water required during processing. The

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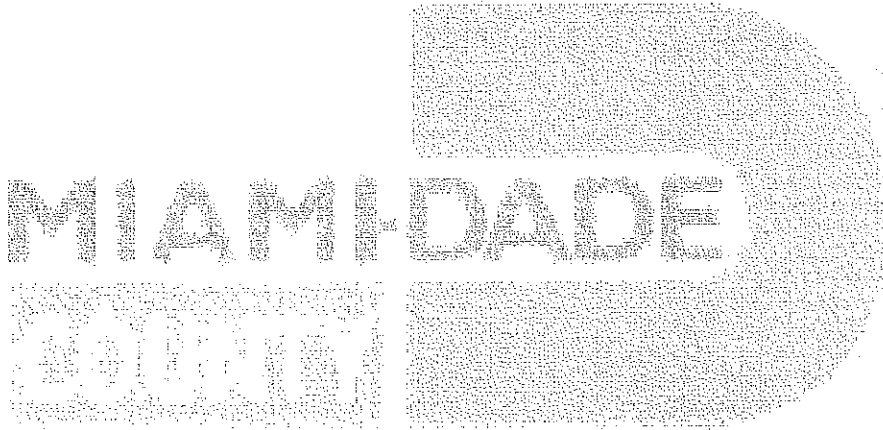
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equipment shall be in operational order until it has reached the end of its usable life and no longer provides the established water quality standards or can no longer be serviced by the vendor.

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## EXHIBIT A

