



## SECTION 2

### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of Switch Package (PAC) Units and Solid State National Electrical & Mechanical Association (NEMA) 2 Circuit Flashers in conjunction with Miami-Dade County needs.

#### **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 Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the sixtieth month.

#### **2.3 METHOD OF AWARD**

Award of this contract will be made to the lowest, responsive, and responsible Bidder(s) on an item-by-item basis.

#### **2.4 QUALIFICATIONS**

2.4.1 The Bidder(s) shall provide the name of a Primary and Secondary (optional) designated representative(s) within their company who will be responsible for providing a response to service requests, support and information concerning orders placed by Miami-Dade County. Bidder shall provide the representative's contact information to include name, phone number, and email address.

2.4.2 The Bidder shall provide current letter(s) from the manufacturer(s) designating the Bidder as the manufacturer, or an authorized distributor of the products being offered. The letter shall be on manufacturer's letterhead, dated within six (6) months of the bid submittal and signed by an authorized representative of the manufacturer.

2.4.3 The Bidder shall provide the brand name, model number, packaging, and case weight for each item offered in the Section 4 Bid Submittal Form.

#### **2.5 PRICES**

Prices shall remain fixed and firm for a one-year period from the effective date of the Contract. It is the Awarded Bidder(s) responsibility to request pricing adjustments under this provision thirty (30) days prior to anniversary of the effective date of the contract. Adjustments shall not be in excess of the relevant pricing index change. The County will review requests for price adjustments for services only based on the U.S Bureau of Labor Statistics Producer Price Index (PPI) series PCU3344193344197, Product Switches, Mechanical, for Electronic Circuitry.

The period used to calculate the adjustment will include no more than twelve (12) months, starting from the effective date of the contract, using index above and include as many months as published (available) in the 12<sup>th</sup> month, including preliminary numbers during the current twelve (12) months, as not all months may be available for calculations.

The County reserves the right to reject any price adjustments submitted by the Awarded Bidder(s). If the County authorizes an adjustment, the awarded price(s) will be multiplied times the index percentage change, and that amount will be added to the awarded prices and become the new awarded price(s) for the next twelve (12) months. The price adjustment, if any, will take effect on the first month of the next twelve (12) month period.

## **2.6 EQUAL PRODUCT**

If an item in this solicitation is identified as “equal product” 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 shall meet are specified in the solicitation.

To be considered for award, bids of “equal” products of the brand name manufacturer, shall:

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation.
- (2) Clearly identify the item by brand name and make or model number (if any).
- (3) Include descriptive literature such as specifications, illustrations and/or drawings; and
- (4) Include a copy of performance test results of the unit offered as an equal.
- (5) Clearly describe any modification the Bidder plans to make to the item to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

For product information submittals, all supporting documentation submitted by the Bidder shall in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. Any offer submitted with standard product literature without official letter, explaining compliance shall result in the rejection of the offer for not meeting solicitation specifications.

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 notice and clearly labeled with the Bidder's name, bid number, bid title, manufacturer, and brand names, and make and model number (if applicable). If the Bidder fails to submit the sample as stipulated, its bid for the item may be rejected. 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 County will evaluate "equal" items on the basis of 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.

Unless the bid clearly indicates that the item bid is an "equal" product, the Bidder shall provide the brand name product referenced in the solicitation.

**2.7 INSURANCE REQUIREMENTS**

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**SECTION 3**

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The Awarded Bidder shall furnish Traffic Control Switch PAC units and Solid State National Electrical & Mechanical Association (NEMA) 2 Circuit Flasher Units for Miami-Dade County.

**3.2 GOODS TO BE PROVIDED**

**Switch PAC Units**

The Awarded Bidder shall furnish Switch PAC units equal in performance and basic design of the primary domain controller (PDC) Model SSS-86 with the following minimum requirements:

The units shall be a tri-pack solid-state relay package designed specifically for the traffic control industry. The unit shall meet NEMA specification TS1-1983, Section 5.

LOAD	Voltage.....	120 VAC
	Current (max).....	15.0 AMPS (tungsten filament load)

CONTROL SIGNAL	Voltage.....	+24 VDC
	Current.....	20 MA (MAX)

**NEMA 2 Circuit Flashers Units**

The Awarded Bidder shall furnish circuit flashers equal in performance and basic design to the PDC Model SSF-86-3 with the following minimum requirements:

The units shall be dual circuit flasher designed specifically for the traffic control industry. The unit is conservatively rated up to 20A per circuit. The flash rate is 56.25 flashers per minute and does not vary due to temperature or voltage variations. With the zero-voltage switching design, there are no contacts to wear out or deteriorate due to arcing or corrosion. Also, extended life of light bulbs can be expected as well as reduced radio frequency interference (RFI). The extruded aluminum heat sink provides more than adequate dissipation.

**ELECTRICAL SPECIFICATION:**

Zero voltage turn on.....	OV+ 5
Zero current turn off.....	OA+ 5
Tungsten lamp or gas tubing transformer load.....	Up to 20 A Max
Operating Voltage.....	60-135

**3.3 PURCHASE OF OTHER ITEMS NOT LISTED IN THE SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items on the bid solicitation which are utilized by County departments, there may be additional items, and/or other related accessories that may be desired by the County during the term of this contract. Under these circumstances, a County representative shall contact the Awarded Bidder(s) to obtain a price quote for the additional items, for which

specifications shall be provided at that time. The County reserves the right to award these additional items to the Awarded Bidder(s) based on the lowest price quote. The County may decide to obtain price quotes for the additional items from other Bidders in the event that fair and reasonable pricing is not obtained from the Awarded Bidder(s), or for other reasons at the County's discretion.

### **3.4 DELIVERY**

The Awarded Bidder shall make deliveries within the time frame and at the location indicated on the purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Awarded Bidder(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 Award Bidder. In these cases, the Awarded 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 the Awarded Bidder fail to deliver in the number of days stated within the purchase order, 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 contract 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 Awarded Bidder with any re-procurement costs. If the Awarded Bidder fails to honor these re-procurement costs, the County may terminate the Awarded Bidder for default.

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

### **3.5 PACKING SLIP/DELIVERY TICKET**

The Awarded Bidder shall enclose a complete packing slip or 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, purchase order number; date of order; a complete listing of items being delivered.

### **3.6 ACCEPTANCE**

The County shall thoroughly inspect each delivery prior to acceptance. Equipment may be inspected and evaluated per bid specifications, purchase order, manufacturer's labeling, and/or dealer's invoice to ensure equipment meet or exceed the requirements of the bid specifications, purchase order or work order. The Awarded Bidder shall be notified by the County of any deficiencies. If the Awarded Bidder delivers an item in error or that is defective, the Awarded Bidder shall either remedy the error and/or defect, at their own expense, within forty-eight (48) hours of notice from the County (not

including weekends and holidays), unless otherwise specified by the County. Delivery shall not be considered complete until all items are satisfactory and accepted by the County.

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**SECTION 4**

**SUBMITTAL FORM**

**Bidder:**

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<b>Section 2.4</b>	<b>Description</b>	<b>Check box to indicate Submitted</b>
2.4.1	<p>The Bidder(s) shall provide the name of a Primary and Secondary (optional) designated representative(s) within their company who will be responsible for providing a response to service requests, support and information concerning orders placed by Miami-Dade County. Bidder shall provide the representative's contact information to include name, phone number, and email address.</p> <p><u>Primary</u> Contact Person: _____ Title: _____ Phone Number: _____ E-mail Address: _____</p> <p><u>Secondary (Optional)</u> Contact Person: _____ Title: _____ Phone Number: _____ E-mail Address: _____</p>	<input type="checkbox"/>
2.4.2	<p>The Bidder shall provide current letter(s) from the manufacturer(s) designating the Bidder as the manufacturer, or an authorized distributor of the products being offered. The letter shall be on manufacturer's letterhead, dated within six (6) months of the bid submittal and signed by an authorized representative of the manufacturer.</p>	<input type="checkbox"/>
2.4.3	<p>The Bidder shall provide the brand name, model number, packaging, and case weight for each item offered in the Section 4 Bid Submittal Form.</p>	<input type="checkbox"/>



**SECTION 4**

**BID SUBMITTAL FORM**

**Bidder:**

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<b>Pricing Submittal</b>				
Bidder(s) shall provide Brand Name, Model Number, Packaging, Case Weight, and the Unit Price for each item.				
Item Number	Description	Unit of Measure	Annual Estimated Quantity	Unit Price (per unit)
1	<b>Traffic Control Switch PAC Units</b> Brand Name: _____ Model Number: _____ Packaging: _____ Case Weight: _____	EA	1,000	\$ _____
2	<b>Solid State NEMA 2 Circuit Flasher Units</b> Brand Name: _____ Model Number: _____ Packaging: _____ Case Weight: _____	EA	500	\$ _____