DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

□ New	□ OTR	□ Sole Source	☐ Bid Waiver	<u>□ Emergency</u>	Previous Contract	/Project No.
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Description		urpose of this so s for water serv		establish a poo	l of qualified ver	ndors to provide
Issuing Dep	oartment:	<u>WASD</u>	Contact St	san Pascul	Phone:	(786) 552-8254
Estimate Co	ost: \$10	0,020,000.00	Person: Funding Source		FEDERAL	OTHER
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SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of providing various types of water service meters, OEM parts and accessories for the Miami Dade Water and Sewer Department (WASD). Entry into the pre-qualification pool is not a contract between MDC and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling vendors to qualify at any time after the initial RTQ opening date.

2.2 <u>TERM</u>

The pre-qualification pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RFQ documents. The pre-qualification pool shall expire on the last day of the last month of the sixty (60) month period.

2.3 QUALIFICATION CRITERIA

Vendors shall submit all of the qualifying documents with their submittal form. It shall be the sole prerogative of the County to determine the number of vendors who will be included under the prequalification pool. During the term of the RTQ, the County reserves the right to add and/or delete prequalified vendors.

2.4 SUBMITTAL CRITERIA

- 1. Provide a list of the firm's key personnel, competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.
- 2. Provide contact information to include name of contact, email address, phone number for Primary (required) and Secondary (optional) Staff within your company who will be responsible for coordination and execution of orders and deliveries.
- 3. Provide current letters from the meter manufacturers, on the manufacturer's letterhead, designating the qualified vendor as the manufacturer, an agent, a dealer, a representative or a distributor of the OEM water meter parts and accessories in addition to the water meters proposed to the County. The letter shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative. The qualified vendor shall be the manufacturer or a designated or authorized agent, dealer, representative or distributor of the products proposed to the County
- **4.** Provide three (3) references. These references must be from customers for whom the qualified vendor has successfully provided water meters, parts and/or accessories.

2.7 JOB COMPLETION AND DELIVERY

All water meters, parts and/or accessories shall be delivered in no more than thirty (30) calendar days from the date of Purchase Order (PO) issuance. All deliveries shall be made in accordance with the terms of the solicitation and shall be coordinated with the Miami-Dade Water and Sewer department representative. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded qualified vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded qualified vendor. In these cases, the awarded qualified 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.

In the event that the awarded qualified vendor fails to deliver in the number of days stated in the contract, the County reserves the right to terminate the contract on a default basis after any previously specified back order period has lapsed. If the contract is terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded qualified vendor with any reprocurement costs; either through a deduction from the final payment owed to the qualified vendor or through invoicing.

2.8 BACK ORDER ALLOWANCE

If the awarded qualified vendor fails to meet delivery deadlines outlined in Section 2.4 of this solicitation due to a current existing backorder of the specific item(s) with the specified manufacturer or distributor, the awarded qualified vendor shall insure that such backorders are discussed with the County and a new timeframe shall be established and mutually agreed upon. The awarded qualified vendor shall not invoice the County for any back ordered item(s) until such back ordered item(s) are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back ordered item(s), and purchase item(s) elsewhere and charge the awarded qualified vendor with any re-procurement costs; either through a deduction from the final payment owed to the qualified vendor or through invoicing.

2.9 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this solicitation shall be in accordance with all applicable governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials(ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupation Safety and Health Administration (OSHA). It shall be the responsibility of the awarded vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

2.10 DELIVERY

In accordance with Article IX of Chapter 32 of the Miami Dade County Code, qualified vendors must adhere to the standard procedures for receiving packages at Miami Dade Water and Sewer Department facilities as follows.

A. Items Delivered By the Awarded Vendors

The vendors must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. 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 backorder.

B. Items Delivered By Courier Services

The vendors must enclose a complete packing slip or delivery ticket with items to be delivered, in conjunction with this solicitation, for the vendor 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 vendors 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/mailing 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 vendor's packing slip enclosed with the items being delivered can be immediately examined.

2.11 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, in full compliance with the specifications and requirements set forth in this contract. The awarded qualified vendor acknowledges that all products must be that of the specified manufacturer (listed in Section 3.2 of this solicitation). Substitutions of any goods is strictly prohibited. Any products provided as 'an equal' will not be accepted by the authorized County representative. If a qualified vendor-provided product is determined not to meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned to the qualified vendor, at qualified vendor's expense. This solicitation excluded water survive meters and parts that have not conformed to ANSI NSF Standard 61. The qualified vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.12 WARRANTY REQUIREMENTS

The awarded qualified vendor acknowledges and agree that all materials supplied shall be new, warranted for their merchantability and fit for a particular purpose. All products shall be warranted against defect in materials and/or workmanship in accordance to the manufacturer specifications. Said warranty shall be for no less than twelve (12) months after the date of acceptance of the goods by the County. This warranty requirement shall remain in force for the full twelve (12) month period, or longer based upon OEM standard agreement. Any payment by the County on behalf of the goods received from the qualified vendor does not constitute a waiver of this warranty provision. The County may require item(s) provided to be returned and/or replaced at the qualified vendor's expense, in the event the item(s) supplied to the County by the qualified vendor are found to be defective or do not conform to specifications.

<u>SECTION 3 – TECHNICAL SPECIFICATIONS</u>

3.1 SCOPE OF WORK

The prequalified pool of vendors will furnish and deliver water service meters, OEM parts, and accessories to the County. All item(s) will be acquired from the specified manufacturers (No substitutions or equals will be permitted) outlined in Section 3.2 of this solicitation and hold an OEM standard warranty.

Remanufactured parts may be used when deemed necessary and in the best interest of the WASD.

3.2 GOODS TO BE PURCHASED

The Water and Sewer department utilizes various types of water service meters to measure the usage of drinking water that is pumped to the homes and businesses of the residents of Miami-Dade County. The measurements obtained from the meters are then calculated to determine the cost of the water consumed by the customer during a billing period. Original equipment manufacturer (OEM) parts are required to repair and maintain the meters. Timely maintenance ensures compliance with federal standards and prevents incorrect charges to customers due to faulty meters. Accessories, such as spud caps and plugs, security seals, and meter locking devices, are required to perform and maintain the daily operations of the department's customer service personnel.

Meters, Parts, and Accessories

- Various Water Service Meters
- OEM & Remanufactured Parts
- Spud Caps
- Spud Plugs
- Locking Devices
- Security Seals
- Accessories

Manufacturers

- Invensys
- Neptune
- ABB
- Badger Meter
- E.J. Brooks
- Pro-Tech/ Alliance

