

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

Rev 1

<input type="checkbox"/> <u>Accessing contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No: IB9011-4/14-1
<input type="checkbox"/> <u>Re-Bid</u>	<input checked="" type="checkbox"/> <u>Other</u>	LIVING WAGE APPLIES: YES <input checked="" type="checkbox"/> NO				

Requisition/Project No: RQID1400073

TERM OF CONTRACT: 5 YEARS

Requisition/Project Title: Bathroom Partitions

Description: The purpose of this solicitation is to establish a contract for the purchase of Bathroom partitions and related items in conjunction with the needs of Miami-Dade Parks Recreation and Open Spaces on as needed basis.

Funding Source: General
User Department(s): Miami-Dade Parks Recreation and Open Spaces

Issuing Department: _____ Contact Person: R. Campbell Phone: 305-375-3233
Estimated Cost: \$175,000.00 for 5 year term

ANALYSIS

Commodity No.: <u>985, 985-12</u>		SIC: _____	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here N/A if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	SANTANA COMTEC CAP	SANTANA COMTEC CAP	SANTANA COMTEC CAP
Small Business Enterprise:	N/A	N/A	N/A
Contract Value:	\$35,000.00	\$35,000.00	\$35,000.00
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Roma Campbell Date to DBD: March 24, 2014
Date Returned to DPM: _____

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SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a contract for the purchase of Bathroom partitions and related items in conjunction with the needs of Miami-Dade Parks Recreation and Open Spaces on 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 Notice of Award Letter distributed by the County's Department of Internal Services, Procurement Management Division and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD:

Award of this contract will be made to the two (2) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.4 PRICES:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.5 AVAILABILITY OF CONTRACT:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.8 DELIVERY:

The vendor shall make deliveries within fifteen (15) calendar days after the date of the 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 the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract 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 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.

2.11 BACK ORDERS:

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders 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 orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.12 WARRANTY:**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product 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 period identified above; regardless of whether the bidder 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 bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder 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 bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.13 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), and the National Fire Protection Association (NFPA).

2.14 PURCHASE OF OTHER ITEMS:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded vendors to obtain a price quote for the similar items. 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.

2.15 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

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

The purpose of this solicitation is to establish a contract for the purchase of bathroom partitions and related items in conjunction with the needs of Miami-Dade Parks Recreation and Open Spaces on as needed basis.

3.2. MATERIALS

Panels, doors and pilasters shall be fabricated from polymer resins under high pressure forming a single component section which is waterproof, non-absorbent and have a self-lubricating surface that resists marking with pens, pencils or other writing implements. All panels, doors and pilasters shall be shipped with special protective plastic covering to avoid scratches.

3.3. CONSTRUCTION OF MATERIAL

1. Single components construction of solid plastic in colors that extend throughout the entire thickness of the panels, doors and pilasters.
2. Doors, panels and pilasters shall be one inch (1") thick and all edges machined to a radius of .250" and all exposed edges to be free of saw marks.

3.4. HARDWARE

1. All hinges shall be 5/8" diameter, handicapped with 8" double knuckle fabricated from heavy aluminum extrusion (6063-T6 Alloy) and clear anodized finish.
2. Each door shall be furnished with a bumper equal to or better than Parker No. 627 satin finish with rubber bumper.
3. Door strike and keeper shall be fabricated from heavy aluminum extrusion (6063-T6 Alloy) with clear anodized finish.
4. Wall brackets shall be fabricated from heavy aluminum (6063-T6 Alloy) with mill finish, weigh not less than 1.685 pounds per linear foot or acceptable equal.
5. Wall brackets shall be pre-drilled by manufacturer, with holes spaced every 6" along full length of brackets.

3.5. COLORS

Colors shall be Black Paisley and no substitutions will be accepted by Miami-Dade Parks Recreation and Open Spaces Department.

3.6. MANUFACTURER/BRAND

