

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. 9627-0/14

Re-Bid Other LIVING WAGE APPLIES: NO
 Requisition No./Project No.: RQID1400092 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Bulk Industrial Crude Solar Salt

Description: To establish a contract for the purchase and delivery of bulk industrial crude solar salt in tank truck loads to Miami-Dade County Water and Sewer Department Wastewater Treatment Plant.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
 Estimate Cost: \$3,783,000 GENERAL FEDERAL OTHER

Funding Source: Proprietary Revenue

ANALYSIS

Commodity Codes: 885-70, 885, 190-85, 190-36, 775-63, 775
 Contract/Project History of previous purchases three (3) years
 Check here x if this is a new contract/purchase with no previous history.

| | <u>EXISTING</u> | <u>2ND YEAR</u> | <u>3RD YEAR</u> |
|-----------------------------------|-----------------|----------------------------|----------------------------|
| Contractor: | | | |
| Small Business Enterprise: | | | |
| Contract Value: | \$ | \$ | \$ |

Comments:

Continued on another page (s): YES x

RECOMMENDATIONS

| | Set-aside | Sub-contractor goal | Bid preference | Selection factor |
|------------|-----------|---------------------|----------------|------------------|
| SBE | | | | |

Basis of recommendation:

Signed: Herman Ramsey Date sent to DBD: 05/06/2014
 Date returned to DPM:

SECTION 2 - SPECIAL TERMS AND CONDITIONS BULK INDUSTRIAL CRUDE SOLAR SALT

2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of bulk industrial crude solar salt for Miami-Dade County, on an as-needed basis. This item is used for onsite generation of sodium hypochlorite (bleach).

2.2 **TERM OF CONTRACT**

The resultant 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 the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the five (5) year period.

2.3 **METHOD OF AWARD**

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders for the item listed in this solicitation and who provides requested information listed throughout this solicitation. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this solicitation to the designated lowest bidder as the primary bidder and to the designated second lowest bidder as the secondary bidder respectively. The primary bidder shall have the primary responsibility to initially deliver the goods identified in this solicitation. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods from the secondary bidder.

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

Bidders Qualification In order to be considered bidders shall provide the following:

- a) Bidder shall be the product manufacturer, authorized distributor or re-seller.

If the bidders are the product manufacturer it must be indicated on letterhead.

If the bidders are the authorized distributors:

- 1) Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

If the bidder is a Re-sellers shall provide:

- 1) Provide a current letter (within the 12 months from bid submission) from the manufacturer indicating the approved distributor. This letter must be signed and presented on the manufacturer's letterhead with the contact person name and phone number.

and

- 2) Provide a current letter (within the 12 months from bid submission) from the authorized distributor, stating that the submitter is an authorized reseller. This letter must be signed and presented on the distributor's letterhead with the contact person name and phone number.
- b) Bidder(s) shall provide American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) for onsite sodium hypochlorite generation and water softener systems – CAS 7647-14-5; American National Standards Institute/American Water Works Association B 200-07.
- c) Bidder(s) shall provide the manufacturers and brand names as a standard for product quality; the bidder should submit a label indicating the specifications and ingredients for the product included in its offer.

The County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documentations may result in the offer being deemed non-responsible.

2.3.1 SAMPLES

Bidders may be required to submit a sample for the goods to be supplied for evaluation at no cost to the County. If samples are required, the County will notify the bidders in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidders' name, bid number, bid title, manufacturer's name and brand name. If the bidders fail to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidders' bid submittal for that product. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an expressed warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. If this warranty is violated during the term of the contract, the bidder shall be required to provide adequate restitution to the County as determined by the County.

2.4 PRICES

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code 06790904 (as updated): Salt, Evaporated and Solar.

It is the bidder's responsibility to request any price adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted 90 days prior to expiration of the then current term.

Any adjustment received after (90) ninety days prior to the expiration of the then current term may not be considered. The County reserves the right to negotiate lower pricing 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 twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the bidder based on such price adjustments. Adjustments to price may affect the primary secondary position.

The bidders' price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the bidders will be disallowed.

2.5 INSURANCE REQUIREMENTS (This section supersedes the information listed in Section 1, Paragraph 1.21.)

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

In addition to any specific State or Federal insurance requirements, the vendor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Services Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Office of Insurance Regulation.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The successful bidders shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

The successful bidders shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the contractual period; including any and all option years. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however,

that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.24 of the solicitation.

2.6 METHOD OF PAYMENT (This section supersedes the information listed in Section 1, Paragraph 1.34.)

The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding **delivery ticket number** / **packing slip number** and **scale ticket** that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
 - Description
 - Quantity
- V. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI Scale Ticket

- The County has a dedicated State of Florida certified scale for solar salt. The net weight of each delivery as measured on that scale shall be the basis for payment.

Failure to submit invoices in the prescribed manner will delay payment.

2.7 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – hramsey@miamidade.gov.

2.8 COMPLIANCE/REGULATIONS

2.8.1 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 American National Standards Institute/National Science Foundation Standard (ANSI/NSF).

2.8.2 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24, of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Vendor through the Regulatory and Economic Resources (RER), 701 NW 1st Court, Miami, FL 33136 Telephone (305) 372-6789.

2.8.3 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property while providing services under this solicitation. All bidders performing services under this solicitation shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.9 PURCHASE OF OTHER ITEMS

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like items. The County reserves the right to award these additional items to the bidder under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the bidder and the County.

**SECTION 3 – TECHNICAL SPECIFICATIONS
BULK INDUSTRIAL CRUDE SOLAR SALT**

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase and delivery of bulk industrial crude solar salt on an as-needed basis. This item is used for onsite generation of sodium hypochlorite (bleach).

3.2 SPECIFICATIONS

*Sodium Chloride (%)

| | |
|-----------|-----------|
| Wet | 96.3-98.9 |
| Dry Basis | 99.3-99.9 |

| | |
|----------------------------|-----------|
| Calcium Sulfate (%) | 0.05-0.3 |
| Magnesium Chloride (%) | 0.01-0.06 |
| Calcium Chloride (%) | 0.02-0.10 |
| Magnesium Chloride (%) | 0.01-0.02 |
| Insolubles (%) | 0.02-0.1 |
| Moisture (%) | 1.0-3.0 |
| Heavy Metals as Lead (ppm) | 1-7 |
| Copper (ppm) | 0.5-3 |
| Iron (ppm) | 2-20 |

*By difference of impurities and moisture (ASTM procedures) includes <0.1% Potassium Chloride

Physical Properties:

Pour (loose) bulk density of 1.0-1.4 g/ml (63-71 lbs. /cu. ft.)

| <u>USS Mesh</u> | <u>Opening Millimeters**</u> | <u>Percent Retained**</u> |
|-----------------|------------------------------|---------------------------|
| .375" | 9.5 | 2-10 |
| 3 | 6.3 | 10-26 |
| 4 | 4.75 | 14-30 |
| 6 | 3.35 | 15-45 |
| 12 | 1.7 | 12-30 |
| 20 | .85 | 4-16 |
| Pan | --- | 1-14 |

** 25.4 millimeters per inch

***on individual sieves, dried salt

3.3 DELIVERY

Deliveries shall be made within two (2) 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 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 bidder. In these cases, the 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 bidder(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 bidder(s) with any re-procurement costs.

Delivery Location

South District Wastewater Treatment Plant – Blackpoint
8950 SW 232nd Street
Miami, Florida 33170

Delivery shall be by pneumatic tanker truck only. An acceptable load shall be 20-25 tons. The complete truckload shall be discharged into the storage facility at the County designated location. Product is to be “blown” into the top of the brine tank at a height of 30’ +/-.

3.3.1 SECURITY OF DELIVERIES

Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc., to any person, company or organization without the written permission of the County designee. The awarded vendor(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility.

3.3.2 REQUIRED DOCUMENTATION

Certificate of Analysis must accompany each load. The certificate shall denote:

1. Sodium Chloride percentage (%)
2. Moisture percentage (%)
3. Insolubles percentage (%)
4. Pour (loose) bulk density (%)

Please note that no haul backs will be allowed

3.3.3 PACKING SLIP /DELIVERY TICKET

Bidder(s) shall enclose a complete **packing slip** or **delivery ticket** with any items delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** 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; requisition number date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if authorized, the gross weight, TARE weight, and net weight of the vehicle.

The Miami-Dade Water and Sewer Department has a dedicated State of Florida certified scale for solar salt. The net weight of each delivery as measured on that scale shall be the basis for payment.

3.3.4 TESTING / NONCONFORMANCE OF PRODUCT

During the contract, samples may be randomly selected and tested for compliance / performance. If it is found that the products do not conform to the specifications in accordance with American National Standards Institute/American Water Works Association (ANSI/AWWA) B200-93, the County will notify the bidder of nonconformance within ten (10) calendar days. Any costs for testing shall be borne by bidder. The county shall then require replacement of the item within 48 hours after notification.

3.3.5 BACK ORDER DELAYS

The County shall not allow any late deliveries unless approved by the County. Accordingly, the successful bidders are required to deliver all products 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 primary bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the products from the secondary bidder, and charge the primary bidder for any re-procurement costs. If the primary bidder fails to honor these re-procurement costs, the County may terminate the contract with primary bidder for default.

**SECTION 4: PRICE SCHEDULE FORM
BULK INDUSTRIAL CRUDE SOLAR SALT**

FIRM: _____

Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive.

| QUALIFYING CRITERIA | IF THE BIDDER IS | | |
|---|----------------------|------------------------|-----------|
| | Product Manufacturer | Authorized Distributor | Re-seller |
| Product Manufacturer: | | | |
| Product Name: | | | |
| Manufacturer Authorization Letter: | | | |
| ANSI/NSF Standard 60 Certification: | | | |
| Copy of Product Label -Indicating Ingredients: | | | |
| Authorization letter from the authorized distributor allowing vendor to resell the indicated product. | | | |

| Item No. | Description | Estimated Annual Quantity / Unit Measure | Unit Price Per lb. | Extended Price |
|----------|---|--|--------------------|----------------|
| 1 | Bulk Industrial Crude Solar Salt, as defined in the Technical Specifications. | 15,000,000 lbs. | \$ - | \$ - |