

Liquid Chlorine

RQID1300137 - Verification of Availability

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation to Bid (ITB)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same. Please pay “**CLOSE**” attention to the various sections and the “**SPECIAL/MINIMUM**” requirements for each, and confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See Sections **2.3 - 2.10** and **3.0 & 3.1** – Paying very close attention to all Sections listed and the requirements of each. (While you are **not** bidding at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

Are you able to satisfy the requirements of the attached documents (ITB)?
YES NO

Do you have prior experience consistent with the requirements of this ITB?
YES NO

Are you able to meet the “Bidders Qualifications” under Section 2.3?
• Group 1 - YES NO
• Group 2 - YES NO

Can you satisfy the “Insurance” requirements as listed in Section 2.5? (Must provide references)
YES NO

Are you able to meet the “Delivery” requirements as listed under Section 2.6?
• Group 1 - YES NO
• Group 2 - YES NO

Are you able to meet the “Compliance/Regulation” requirements - See Section 2.8?
YES NO

.....

Are you able to meet the “Scope of Work” as detailed under Section 3.0?
YES NO

Are you able to satisfy the (publications) requirements as listed under Section 3.1?
• Group 1 -(90 Ton Rail Cars) YES NO
• Group 2 - (One (1) Ton and 150 Pound Cylinders) YES NO

.....

Please provide the following:

- **Three (3) References (recent or current customers)**

- **Documentation confirming you as an “Authorized Distributor” or Manufacturer**

___ I am “NOT” interested in this solicitation.

Name of Firm: _____ **SBE Exp. Date:** _____

Owner’s Name: _____ **Signature:** _____

Please respond by **12:00am, Thursday November 14, 2013.**

Any questions, feel free to contact me at the number below.

(Respond to the “**Verification**” whether you are interested or not (choosing “**Yes**” or “**No**”), as this helps SBD in the determination of measures).

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
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“Delivering Excellence Every Day”

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for Group I: the purchase and delivery of liquid chlorine in 90 ton rail cars directly from manufacturer's plant; and for Group II: the purchase and delivery of liquid chlorine in one (1) ton and 150 pound cylinders directly from the re-packer's plant to Miami-Dade County on an as-needed basis.

2.2 TERM OF CONTRACT: FIVE (5) YEARS

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 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 of the five year period.

2.3 METHOD OF AWARD:**2.3.1 Group I: Multiple Bidders for Each Item**

Purchase and delivery of liquid chlorine in 90 Ton Rail Cars

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders on an item-by-item basis. Before a bidder is considered for award all the qualification criteria listed below shall be met. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially deliver the goods identified in this contract. 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 the primary bidder from fulfilling its contractual obligations. Failure of any bidder 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, if applicable.

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

- a) Bidders shall be the product manufacturer and/or authorized distributor of the product manufacturer.

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

If the bidders are the authorized distributor:

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 manufacturer's letterhead with the contact person name and phone number.

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE**

Third party bidder (reseller or toll blender) will not be considered qualified.

- b) Bidder(s) shall provide an American National Standard Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.
- c) Bidder(s) shall provide copies of established contract agreements with product manufacturer that demonstrate its ability and experience to provide the liquid chlorine in the quantities required by the County.
- d) Bidder(s) shall provide a list of at least three (3) references where the bidder has distributed liquid chlorine in rail car lot shipments (Commercial Business and/or Government Agencies) in which the bidder has an established good standard of performance for three (3) recent years.
- e) Bidder(s) shall provide Material Safety Data Sheets (MSDS).

The liquid chlorine must be clearly identified on the offer submittal pages as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Furthermore, the County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

2.3.2 Group II: Multiple Bidders for Each Item

Purchase and delivery of liquid chlorine in One Ton and 150 Pound Cylinders

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders on an item-by-item basis. Before a bidder is considered for award all of the qualification criteria listed throughout the solicitation shall be met. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially perform the service and deliver the good identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the good and/or services from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any bidder 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, if applicable.

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

- a) Bidders shall be the product manufacturer and/or authorized distributor of the product manufacturer.

If the bidder is the manufacturer it must be indicated on company letterhead.

If the bidder is an authorized distributor:

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE**

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 manufacturer's letterhead with the contact person name and phone number.

Third party bidder (reseller or toll blender) will not be considered qualified.

- b) Bidder(s) shall provide Material Safety Data Sheets (MSDS).
- c) Bidder(s) shall provide an American National Standard Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.

The liquid chlorine must be clearly identified on the offer submittal pages as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Furthermore, the County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

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. The pricing adjustment may be upward or downward but shall not be in the excess of the Producer Price Index (PPI), commodity code (as updated) 061303: Alkalies and chlorine.

It is the bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidders' request for adjustment should be submitted 90 calendar days prior to expiration of the then current twelve (12) month period. The bidder adjustment request should not be in excess of the relevant pricing index change. The prevailing price period may be extended based on current market conditions but no less than a 12 month period.

Any adjustment received after ninety (90) calendar days from the expiration of the then current twelve (12) month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next twelve-month period will be without any upward price adjustment. 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 bidders and/or terminate the contract with the bidders based on such price adjustments. Adjustment 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 products. 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.)

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE**

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, including XCU, Completed Operations and Pollution Liability coverage 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.**
- 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 Department of Financial Services and are members of the Florida Guaranty Fund.

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.

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE**

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 DELIVERY

2.6.1 GROUP I – Rail Cars

Bidder(s) shall deliver within seven (7) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Delivery Locations

John E. Preston Water Treatment Plant 1100 West 2 nd Ave Miami, Florida 33010 Estimated Annual Quantity: 2,610 Tons	Alexander Orr Jr. Water Treatment Plant 6800 SW 87 th Ave Miami, Florida 33173 Estimated Annual Quantity: 2,070 Tons
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Bidders shall ship an estimated 4,680 tons of liquid chlorine in 90 ton railcar directly from the manufacturer's plant to the Water Treatment Plants operated by Miami-Dade County Water and Sewer Department.

2.6.2 GROUP II – One Ton and 150 Pound Cylinders

Bidder(s) shall deliver within three (3) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 9:00 AM and 3:00 PM.

SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE

Delivery Locations for One Ton Cylinders

Central District Wastewater Treatment Plant
3989 Rickenbacker Causeway
Miami, Florida 33149

Estimated Annual Quantity: 2,500 Tons

North District Plant
2575 NE 151st Street

Miami Beach, Florida 33160

Estimated Annual Quantity: 300 Tons

Delivery Locations for 150 Pound Cylinders

Water Transmission and Distribution Division 11th Street Distribution Yard
1001 NW 11th Street
Miami, Florida 33142

Estimated Annual Quantity: Two (2) 150 lb. Cylinders

Bidders shall package in one ton and 150 pound cylinders of liquid chlorine directly from the re-packagers' plant to the Wastewater Treatment Plants (WWTP) operated by Miami-Dade County Water and Sewer Department. All County WWTPs have overhead cranes. Deliveries cannot be made in a box truck; they must be on a flatbed truck.

The cylinders and valves used shall be in top condition: reconditioning of cylinders and valves (handling of cylinder prior to filling) must conform to the best practices of the industry. There must be no corrosion of valves or flaking paint on cylinders.

2.6.3 PACKING SLIP / DELIVERY TICKET

Bidder shall enclose a complete **packing slip / delivery ticket** with any product to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** shall be 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.

2.6.4 TESTING / NONCONFORMANCE OF PRODUCTS/EQUIPMENT

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications and/or any defective equipment used to deliver the commodities, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to delivered liquid chlorine product or equipment within the time frame specified above, it may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

2.6.5 SECURITY OF DELIVERIES

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. 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.

**SECTION 2 SPECIAL CONDITIONS
LIQUID CHLORINE****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 / REGULATION**2.8.1 FEDERAL STANDARDS**

All services / products 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).

2.8.2 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 Department of Regulatory and Economic Resources (RER), 701 NW 1st Court, Suite 400., Miami, Florida 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. All vendors performing services under this contract 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 vendor. Barricades shall be provided by the vendor 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.

2.10 DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are normally charged by the bidder must be reflected in the unit prices offered by the bidder.

**SECTION 3 TECHNICAL SPECIFICATIONS
LIQUID CHLORINE****3.0 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for the purchase and delivery of liquid chlorine in 90 ton rail cars; and/or liquid chlorine in one (1) ton and 150 pound cylinders.

The liquid chlorine for both groups shall be suitable in all respects for drinking water and wastewater treatment.

3.1 PUBLICATIONS**3.1.1 Group I: 90 Ton Rail Cars**

The liquid chlorine shall be suitable in all respects for drinking water treatment, and shall conform to the following publications in effect on the date of the issue of this bid solicitation a part of these specifications:

- a. American National Standards Institute/National Science Foundation/American Water Works Association (ANSI/NSF/AWWA) B301-81 or its most current issue.
- b. American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) as required by FAC 62-555.320 (3) (b) Drinking Water Treatment Chemicals.
- c. FSC 62-555 Permitting and Construction of Public Water Supplies.

3.1.2 Group II: One (1) Ton and 150 Pound Cylinders

The liquid chlorine shall be suitable in all respects for water and wastewater treatment, and shall conform to the following:

- a. American Water Works Association (AWWA) Specifications B301-59 or its latest revision.
- b. Shall be 100% CL2, free of iron.

SECTION 4 BID SUBMITTAL FORM:
LIQUID CHLORINE

FIRM NAME: _____

GROUP I			
Item no.	Description	Est. Annual Quantity	Unit Price Per Ton
1	Liquid Chlorine delivered by railcar to John E. Preston Water Treatment Plant Per Paragraph 2.6.1	2,610	\$
2	Liquid Chlorine delivered by railcar to Alexander Orr Jr. Water Treatment Plant Per Paragraph 2.6.1	2,070	\$

Note: For purposes of this bid 2,000 pounds equals one tone.

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 ↓	GROUP I: IF THE BIDDER IS
	The manufacturer and/or authorized distributor
Product Manufacturer Authorization Letter Paragraph 2.3.1 (a)	
ANSI/NSF Standard 60 Certification Paragraph 2.3.1 (b)	
Material Safety Data Sheets (MSDS) Paragraph 2.3.1 (e)	
Contract Agreements with Product Manufacturer Paragraph 2.3.1 (c)	
Product Manufacturer of Item No. 1:	
Product Manufacturer of Item No. 2:	
Shipping Point of Item No. 1:	
Shipping Point of Item No. 2:	

SECTION 4 BID SUBMITTAL FORM:
LIQUID CHLORINE

FIRM NAME: _____

List References of Recent or Current Customers (Paragraph 2.3.1 (d))

Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	

NOTE: Bidders are encouraged to inform submitted references that Miami Dade County will be seeking information from them.

SECTION 4 BID SUBMITTAL FORM:
LIQUID CHLORINE

FIRM NAME: _____

GROUP II			
Item no.	Description	Est. Annual Quantity	Unit Price Per Ton
1	Liquid Chlorine in One Ton Cylinders delivered to various locations in Paragraph 2.6.2	2,800	\$
			Unit Price Per Cylinder
2	Liquid Chlorine delivered in 150 lb. Cylinders as per Paragraph 2.6.2	2	\$

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	GROUP II: IF THE BIDDER IS
	The manufacturer and/or authorized distributor
Product Manufacturer Authorization Letter Paragraph 2.3.2 (a)	
ANSI/NSF Standard 60 Certification Paragraph 2.3.2 (b)	
Material Safety Data Sheets (MSDS) Paragraph 2.3.2 (c)	
Product Manufacturer:	