DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

☑ New contract ☐ OTR ☐ CO ☐ SS ☐ BW ☐ Emergency
☐ Re-Bid ☐ Other

LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition/Project No: RQDI500020/RQ-00159

TERM OF CONTRACT: 8 year with 0 options-to-renew

Requisition/Project Title: Sodium Polyphosphate

Description: To establish a contract to pre-quality firms for the purchase and delivery of liquid sodium polyphosphate and granular (fine) sodium polyphosphate, for various water and wastewater treatment plants operated by Miami-Dade County.

User Department(s): WASD

Issuing Department: ISD

Contact Person: Allan M Garcia

Phone: x5650

Estimated Cost: $12,440,000.00

Funding Source: Proprietary Revenue

REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 190-85, 885, 885-60, 885-70, 885-76, 885-78

SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here: ☐ if this is a New Contract/Purchase with no Previous History

EXISTING 2ND YEAR 3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page (s): ☐ Yes ☐ No

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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Basis of Recommendation:

Signed: ___________________________ Date to SBD: October 29, 2014

Date Returned to DPM: ___________________________
SOLICITATION NO.: RTQ-00159

OPENING: 6:00 P.M.
November 14, 2014

MIAMI-DADE COUNTY, FLORIDA
REQUEST TO QUALIFY

TITLE:
Sodium Polyphosphate

BIDS WILL BE ACCEPTED UNTIL 6:00 PM
ON NOVEMBER 14, 2014

FOR INFORMATION CONTACT:
ALLAN M GARCIA, 305-375-5656, ALLANGM@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.

- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.

- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.
GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:


NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.
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 sodium polypophosphate for the Water and Sewer Department. Entry into the pre-qualification pool is not a contract between Miami-Dade County 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 TERM

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 8 year period.

2.3 QUALIFICATION CRITERIA

Pool members who meet the following minimum qualifications will be placed on a list for participation in future competitions.

a) Submitter shall be the product manufacturer and/or authorized distributor. If the submitter is an authorized distributor or the manufacturer must be indicated on a letterhead.

   1) If Submitter is a distributor it shall provide a letter (dated within the last 12 months from bid submission date) from the manufacturer, stating that the Submitter is that manufacturer’s authorized distributor. This letter must be signed by an authorized representative of the manufacturer and presented on the manufacturers’ letterhead with the authorized representative’s name, title, and phone number.

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

b) Submitter shall maintain an office equipped with a working telephone, a dedicated facsimile (fax) line and/or electronic mail address to expedite quotes. This office shall be staffed by competent company representatives who can be contacted Monday through Friday, during working hours from 8:30 AM to 5:00 PM.

c) Submitter shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.

d) Submitter shall provide a Certification of Analysis supplied by the manufacturer.

e) Submitter shall provide an Affidavit of Compliance, a notarized statement certifying that all material to be furnished and delivered complies with all applicable provisions of American Water Works Association (AWWA) and Water Standards and the technical specifications of this RTQ.
f) Submitters shall provide a Material Safety Data Sheet (MSDS).

g) Submitters shall provide product manufacturer, shipping point, specific gravity of liquid sodium polyphosphate, percentages, and grade of sodium polyphosphate on the attached submittal form. Specific gravity and ratio of \((P_2O_5 : P)\) must meet current American Water Works Association (AWWA) specifications for treatment of potable water. Uses of terms such as, "As Spec" are unacceptable. Failure to provide all information requested with the offer may result in the submitter not being added to the prequalified pool.

h) Submitter must provide proof of current or pass service to a State, County, or City Government Agency whose source of water is from deep wells and uses lime softening as the method of treatment. This evidence shall be verified in the form of three (3) signed and dated reference letters, submitted on company letterhead, of the Agency supplying the reference. No more than one of these references may be from a Department or Division of Miami-Dade County Government. The three signed references letters shall be in the following format:

The reference shall provide:
1. a brief statement attesting to passing the initial rounds of testing of the United States Environmental Protection Agency (USEPA) or state local branch, Safe Drinking Water Act, Lead and Copper Rule using the product being offered.
2. their agency's serving population, water source and method of treatment.
3. a brief description on the Submitter's performance.
4. the contact persons' name, title, and phone number.

Submitters shall provide all of the specified information and documents listed above with their submittal form as proof of compliance to the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Submitters to complete, supplement or supply the required documents to determine if the Submitter can meet the County's needs. Failure to supply these documents may result in the submitter not being added to the pre-qualified pool.

It shall be the sole prerogative of the County as to the number of pool members who will be included under this RTQ. During the term of this RTQ, The County reserves the right to add or delete pool members as it deems necessary and in its best interests.

2.4 PRICES
All prices quoted by the pool member shall be in accordance with the provisions established in this RTQ and subsequent request for quote (RFQ). Prices for goods shall remain firm and fixed for the period as defined in the RFQ.

The pool members' prices quoted on any RFQ issued 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 submitter will not be approved.

2.5 COMPLIANCE/REGULATION

A. ACCIDENT PREVENTION AND BARRICADES
Precautions shall be exercised at all times for the protection of persons and property. All submitters performing services under this contract shall conform to all relevant Occupational Safety and Health Administration (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 submittor. Barricades shall be provided by the submittor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

B. FEDERAL AND INDUSTRY 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 OSHA, the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA), American National Standards Institute (ANSI), National Science Foundation (NSF), the American Water Works Association (AWWA), U.S. Environmental Protection Agency, and US Department of Transportation (USDOT).

C. 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 submittor through the Department of Regulatory and Economic Resources (RER), 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-5789.

2.6 PURCHASE OF OTHER MATERIALS:

While the County has listed the sodium polyphosphate in the forms and compositions currently used by County departments in conjunction with their operations, there may be similar compositions of this chemical that must be purchased by the County during the term of this contract. Any additional forms/compositions required may be purchased as needed. Under these circumstances, a County representative will solicit the prequalified bidder to obtain a price quote for the similar item. Should a different composition of the chemical be quoted, the pre-qualified bidders shall provide at that point of competition, the documentation as listed in Section 2.3 of this solicitation, if applicable.

2.7 INSURANCE

Paragraph 1.21 (Insurance Requirements) of the General Terms and Conditions does not apply to this solicitation.
SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK
This Request to Qualify is intended to establish a list of prequalified vendors that can supply the following two chemicals, liquid sodium polyphosphate and granular (fine) sodium polyphosphate. These chemicals are used in the treatment of municipal water supplies for the control of corrosion and scale prevention in water systems.

3.2 PRODUCT AND TECHNICAL SPECIFICATIONS
The sodium polyphosphate must be clearly identified on the RTQ submittal form as to the product manufacturer, shipping point, specific gravity of liquid sodium polyphosphate, percentages, and grade of sodium polyphosphate with the requested information. Specific gravity and ratio of \( P_2O_5 \) to (P) must meet current American Water Works Association (AWWA) specifications for treatment of potable water. Uses of terms such as, "As Spec" are unacceptable. Failure to provide all information requested with the offer may result in the submitter not being added to the prequalified pool.

The Sodium Polyphosphate covered in this RTQ shall be suitable in all respects for drinking water treatment and shall conform to ANSI/NSF Standard 60 Certification as adopted by FAC 62-555-320. The Phosphate chemical will be required to maintain the current reduced levels of lead and copper in accordance with the criteria established for the Lead and Copper Rules as promulgated by the U.S. Environmental Protection Agency.

The Sodium Polyphosphate supplied shall be food grade and shall not contain any soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects to the health of persons consuming water that has been properly treated with Sodium Polyphosphate.

Submitters must have technical services capability and be able to respond to consultation requests by the County within four (4) hours to resolve field problems at the Plant site at no additional cost to the County.

3.2.1 LIQUID SODIUM POLYPHOSPHATE
Liquid Sodium Polyphosphate shall contain not less than 26.0% phosphorus pentoxide \( (P_2O_5) \), 11.0% phosphorus (P), and 35.0% phosphate \( (PO_4) \), be clear, water white in appearance, and have the following characteristics: weight not less than 11.4 pounds/gallon; viscosity at 77 degrees F, 20 cps; pH, 5.8 to 7.3; and freeze point 20 degrees F. The liquid product as delivered shall have a chlorine residual of 0.1 to 0.3 mg/l. Performance characteristics of the product shall not be affected by storage of up to three months as provided by the manufacturer.

The liquid Sodium Polyphosphate shall consist of 75% polyphosphate and 25% orthophosphate as delivered. There shall be no exceptions to this requirement.

3.2.2 GRANULAR (FINE) SODIUM POLYPHOSPHATE
Granular (fine) Sodium Polyphosphate shall contain not less than 63.4% phosphorus pentoxide \( (P_2O_5) \), 27.4% phosphorus (P), and 85% phosphate \( (PO_4) \).

3.3 DELIVERY REQUIREMENTS
The Sodium Polyphosphate shall be furnished in either granular (fine) or liquid form as specified and be delivered to the point of unloading in a condition suitable for immediate unloading and use at the time of delivery.
delivery. Sodium Polyphosphate solution that has been subject to extremely cold temperatures for an excessive period of time is usually high in viscosity, making it difficult to unload and feed, and will therefore, not be acceptable.

All trucks used to deliver the product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the selected subdivider(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes clearly beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.

Should the submitter fail to deliver items under any individual order within the number of hours as stated in this solicitation, the County reserves the right to cancel the specific order, unless indicated in the back order provision. If the specific order is cancelled, it is hereby understood and agreed that the submitter will be charged with any associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the vendor’s performance under this contract.

A. PACKING SLIP / DELIVERY TICKET

Vendor(s) shall enclose a complete packing slip and/or delivery ticket with any items to be delivered in conjunction with this RTQ. 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, date of order, a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

B. TESTING / NONCONFORMANCE OF PRODUCTS

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, the County will notify the selected award bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the items within 48 hours after notification.

The County reserves the right to make random inspections or tests as necessary to insure delivery of a satisfactory product. Any inferior product received or any defective equipment used to deliver the product may be rejected and the balance of the order cancelled immediately.

C. SECURITY OF DELIVERIES

Vendor(s) shall not disclose any shipping information, e.g., delivery schedules, rail car / tank truck locations, delivery routes, etc. to any person, company or organization other than authorized County representative receiving the product, 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.

D. ACCEPTANCE OF PRODUCT BY THE COUNTY

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a selected
bidder 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 not be accepted by the County and selected bidder will remove such product from County property, at selected bidder expense. At the County's own option, the selected bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The selected bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

E. BACK ORDERS MUST BE FILLED WITHIN TWENTY-ONE (21) CALENDAR DAYS

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 21 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.

F. DELIVERY LOCATIONS:

Although this solicitation identifies specific delivery facilities to be serviced (see below), it is hereby agreed and understood that the County may add additional facilities at its option. Standard delivery times are as follows:

Normal deliveries will be accepted Monday through Friday between the hours of 7:30 AM – 3:00 PM excluding County holidays. Vendor(s) shall make deliveries within seven (7) calendar days after receipt of an order. In cases of an emergency, deliveries shall be within 48 hours – two (2) calendar days after receipt of an order and orders can be received 24 hours per day, seven (7) days per week if necessary. Specific directions will be provided by the County in the RFQ.

LIQUID SODIUM POLYPHOSPHATE:

- Alexander Orr Water Treatment Plant
  6600 SW 87th Ave
  Miami, Florida 33173

- John E. Preston Water Treatment Plant
  1100 West 2nd Ave
  Miami, Florida 33010

- Hialeah Water Treatment Plant
  700 West 2nd Ave
  Miami, Florida 33010

Deliveries shall be made in tanker trucks.

Estimated Quantity: 943 tons annually

GRANULAR (FINE) SODIUM POLYPHOSPHATE:
- Leisure City Water Treatment Plant
  13225 Harting Lane
  Leisure City, Florida 33033

The product shall be palletized and packed in 50 lb. pails.

Deliveries shall be made in weather tight container trucks (semi-trailer) to protect the product from rain and inclement weather.

Estimated Quantity: 28,800 pounds annually

3.4 SAMPLING, INSPECTING AND TEST PROCEDURES
Submitters(s) may be required to furnish satisfactory samples for testing the compliance with this specification, or otherwise prove to the satisfaction of the department that the proposed material complies with its requirements.

All samples will be tested in accordance with the methods specified in AWWA Standard B502-88.

In addition to the test procedures specified in AWWA B502-88, the department will perform sampling and testing of shipments of liquid Sodium Polyphosphate in order to determine the active percentage of Sodium Hexametaphosphate and polyphosphate in dissolution; this test to be performed by the repetition of the American Public Health Association (APHA) Standard Methods in Section SM 4500 and Figure 4500-P: 1 or by any other approved method before hydrolysis and after hydrolysis.

Active sodium polyphosphates and metaphosphates will be considered as the difference between total hydrolysable phosphorus (not including any organic P) and total reactive phosphorus; expressed in PO₄ or P2O₅ percentages. Any unreasonable difference between this value of active sodium polyphosphates and hexametaphosphates and the value specified in the General Specifications of the liquid form shall be considered as inactive orthophosphates formed by long storage time or by inadequate handling of the material, and the Department will reject the shipment.

Additionally, the delivered product will be tested by the County’s certified laboratories for Heterotrophic Plate Count (HPC) using Standard Method SM9215D. The delivered product must meet the following microbiological requirement: the results for Heterotrophic PlateCount (HPC) shall be less than 500 colony forming units (CFUs). Non-compliance with these requirements will constitute rejection of the delivered product.

3.5 MONITORING AND REPORTING
Submitters must have a plant and distribution system monitoring program and shall perform a quarterly analysis of the following:

a. Deposits in the distribution system.
b. Deposits at the various plant locations.
c. Distribution systems lead analysis.
d. Plant and distribution system coupon analysis.
e. Distribution system analysis for P₂O₅, PO₄ and P concentrations.
Submitters, as an ongoing obligation starting on the effective date of the contract, will provide certified reports, quarterly, and should submit reports to the Department's Water Production Chief, 700 West Second Avenue, Hialeah, Florida 33010.
SECTION 4 – PRICE SCHEDULE

Please identify in the space below that your firm has provided all required information.

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<th>QUALIFYING CRITERIA</th>
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<td>Product Manufacturer</td>
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<td>Product Manufacturer:</td>
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<td>Shipping Point:</td>
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<td>Product Manufacturer Authorization Letter:</td>
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<td>ANSI/NSF Standard 6J Certification:</td>
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<td>Notarized Affidavit of Compliance:</td>
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<td>Certificate of Analysis:</td>
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<td>Material Safety Data Sheet:</td>
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SUBMITTERS GENERAL INFORMATION

Provide name of office staff that is capable of meeting the County's needs from 8:00 a.m. to 5:00 p.m. EST, Monday through Friday.

| Contact Person Name:                     |                     |
| Company Name:                            |                     |
| Company Address:                         |                     |
| City/State/Zip Code:                     |                     |
| Telephone Number:                        |                     |
| Facsimile (fax) Number:                  |                     |
| Emergency Telephone Number:              |                     |
| Contact Person E-Mail Address:           |                     |

The above information is the submitter responsibility to keep current. Any changed information should be sent to the appropriate Officer in a signed written form i.e., e-mail or a firm's letterhead.
Please identify in the space below that your firm has provided all required information.

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<tr>
<th>LIQUID SODIUM POLYPHOSPHATE</th>
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<td>Specific gravity of liquid sodium polyphosphate:</td>
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<td>Percentage of $\text{PO}_4$=</td>
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<td>Percentage of P=</td>
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<td>Grade of Sodium Polyphosphate:</td>
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<tr>
<th>GRANULAR (fine) SODIUM POLYPHOSPHATE</th>
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<td>Percentage of $\text{P}_2\text{O}_5$=</td>
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<td>Percentage of P=</td>
</tr>
<tr>
<td>Grade of Sodium Polyphosphate:</td>
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</tbody>
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**Submit recommended dosage of phosphate chemical during the initial feed rate set up:**

Milligram per liter as $\text{P}_2\text{O}_5$: |

**Period of time for initial feed rate startup:**

**Recommended dosage of phosphate chemical during maintenance feed rate:**

Milligram per liter as $\text{P}_2\text{O}_5$: |