

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
Contract 6877-0/17

Re-Bid Other LIVING WAGE APPLIES: YES X NO

Requisition No./Project No.: RQID1600087 TERM OF CONTRACT 5 YEAR(S) WITH NA YEAR(S) OTR

Requisition /Project Title: Fluorosilicic Acid

Description: To establish award contract for the purchase and delivery of Fluorosilicic acid to Miami-Dade Water and Sewer Department on an as needed-basis.

Issuing Department: ISD/PM Contact Person: Herman Ramsey Phone: (305) 375-2851
Estimate Cost: \$1,000,000 GENERAL FEDERAL OTHER

Funding Source: Proprietary Funds

ANALYSIS

Commodity Codes: 885-66, 885, 885-00, 505-30

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Mosaic Crop Nutrition LLC		
Small Business Enterprise:	None		
Contract Value:	\$2,018,000	\$	\$

Comments: [Redacted]

Continued on another page (s): YES x

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE				

Basis of recommendation:
 [Redacted]

Signed: *Herman Ramsey* Date sent to DBD: September 16, 2016

Date returned to DPM: [Redacted]

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of Fluorosilicic Acid (H_2SiF_6), a fluoride compound, in tank truck loads to the County's on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence upon 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 of this contract will be made to the single responsive and responsible bidder who submits the lowest price for the item listed in this solicitation. If the primary Bidder defaults, the County shall have the right to negotiated with the next responsive and responsible Bidder.

2.4 QUALIFICATIONS

2.4.1 Bidder shall be the manufacturer of the offered product, or be authorized by the manufacturer or the designee, as a direct distributor to be considered for award. A third party bidder (reseller or toll blender) will not be considered qualified. Bidders are required to submit proof of manufacturer's authorization. The proof may be in the form of any of the following:

1. A formal notice on manufacturer's letterhead identifying the Bidder as the manufacturer, or designating the Bidder as equivalent direct distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

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

2.4.3 Bidder shall provide a notarize certificate confirming the quality and composition of the chemical, supplied by the manufacturer.

2.4.4 Bidder shall provide a Safety Data Sheets supplied by the manufacturer.

2.4.5 The fluorosilicic acid must be clearly identified on the offer submittal page as to the product manufacturer and point of shipment as requested, in order to be eligible for award. Use of terms such as "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in the bidder offer being deemed non-responsive.

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.

2.5 PRICES

2.5.1 The initial contract price results from this solicitation shall prevail for no less than a 12 month period from the contract's initial effective date. A price adjustment may be upward or downward based on the direct and documented price fluctuations by the manufacturer to the supplier.

2.5.2 It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder request for adjustment should be submitted no less than 90 calendar days prior to expiration of the then current 12 month period. The bidder adjustment request should not be in the excess of the relevant documented price adjustment by the manufacturer to the suppliers.

2.5.3 Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. The County reserves the right to negotiate lower pricing based on the market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for additional 12 month period based on the downward movement of the appropriate manufacturer documentation.

2.5.4 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 bidders based on such price adjustments.

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

2.6 METHOD OF PAYMENT

The awarded Bidder shall submit an invoice(s) to the County user department(s) after purchase has been completed. The County has a dedicated State of Florida certified scale for fluorosilicic acid. The net weight of each delivery as measured on that scale shall be the basis for payment. In addition to the general invoice requirements set forth in the General Terms and Conditions Paragraph 1.34, the invoices shall reference the corresponding **delivery ticket number** / **packing slip number** and **cat scale ticket** that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Failure to submit invoices in the prescribed manner will delay payment.

2.7 DELIVERY

2.7.1 Bidder 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 4:00 pm.

2.7.2 Preston and Hialeah Water Treatment Plants have two (2) 4,500 gallon storage tanks each; Orr Water Treatment Plant has two (2) 8,000 gallon tanks. All tanks have two (2) inch quick coupling fill connections.

2.7.3 Deliveries shall be made by tank trucks. All trucks used to delivery product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The tank shall be inspected to ensure that it is free of contaminants prior to loading the Fluorosilicic Acid. The delivery truck must supply the necessary hoses (approx. 15'), pumps, and equipment necessary to accomplish delivery and unloading.

2.7.4 Acceptance of Product

The product 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 the product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the product will be returned, at bidders' expense, to the bidder(s). At the County's own option, the successful bidder(s) shall either provide a direct replacement for the product, or provide a full credit for the returned product. The successful bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.7.5 Packing Slip / Delivery Ticket / Cat Scale Ticket

The awarded Bidder shall enclose a complete packing slip or delivery ticket and scale ticket with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** and **cat scale ticket** shall be made available to the County's authorized representative during delivery. The **packing slip / delivery ticket** and **cat scale 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 authorized, the gross weight, TARE weight, and net weight of the vehicle. Packaging and shipping shall conform to all applicable federal, state, and local regulations. Shipping and containers shall be DOT authorized.

2.7.6 Security of Deliveries

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car or tank trucks locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The successful bidder must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated WASD facility. The department emergency contact information will be provided upon award.

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 contacting 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 / SERVICES / EQUIPMENT

While the County has listed the fluorosilicic acid in the forms and compositions currently used by the County departments in conjunction with the operation of the plant process, there may be similar purchases by the County during the term of this solicitation. Any additional forms / compositions required may be purchased as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for the similar item. Should a different item be quoted than listed on the request for price quotation, the awarded bidder shall provide at that point of competition, the documentation as listed in Section 2.4 of this solicitation, or any supporting documentation as required by the County.

2.10 INSURANCE REQUIREMENTS

The standard insurance requirements listed in the General Terms and Conditions Paragraph 1.22 shall apply with the exception of the following changes to the sections specifically identified:

- 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.**
- 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.

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

The purpose of this solicitation is to award a contract for the purchase and delivery of Fluorosilicic Acid (H_2SiF_6), a fluoride compound, in tank truck loads to the County's on an as-needed basis. The chemical is used for the treatment of potable water and helps reduce the incidence of tooth decay.

3.2 MINIMUM PRODUCT REQUIREMENTS

- Fluorosilicic acid supplied under this bid shall be clean and free of visible suspended matter.
- Concentration shall be 23 percent by weight, be water white to straw yellow in color and contain no mineral or organic substances in quantities capable of producing deleterious or injuries effects on the health of those consuming the treated water.
- The Fluorosilicic Acid supplied shall contain a maximum of 1 percent hydrofluoric acid.

3.3 REFERENCES

This specification references the following documents in their latest edition. In any conflict the requirements of these specifications shall apply.

- Standard Methods for the Examination of Water and Wastewater: American Public Health Association (APHA), American Water Works Association, and Water Environmental Federation (WEF). Washington DC (18th ed., 1992)
- American National Standards Institute/National Science Foundation Standard 60 Certificate/American Water Works Association (ANSI/NSF/AWWA) B406-97.