

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
 7573-4/13-4

Re-Bid Other LIVING WAGE APPLIES: NO
 Requisition No./Project No.: RQID1300179 TERM OF CONTRACT 10 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Liquid Caustic Soda

Description: To establish a Pre-qualification Pool to purchase and delivery of liquid caustic soda 50% sodium hydroxide (N₂OH) to various water and wastewater treatment plants operated by Miami-Dade County Water and Sewer Department.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
Estimate Cost: \$25,500,000 GENERAL FEDERAL OTHER

Funding Source: Proprietary Revenue

ANALYSIS

<u>Commodity Codes:</u> 885-78, 76, 885, 180-12, 190-36			
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>
<u>Contractor:</u>			
<u>Small Business Enterprise:</u>			
<u>Contract Value:</u>	\$	\$	\$
<u>Comments:</u>			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> x			
<u>RECOMMENDATIONS</u>			
	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>
<u>SBE</u>			
<u>Basis of recommendation:</u>			
<u>Signed:</u> Herman Ramsey		<u>Date sent to DBD:</u> 02/27/2014	
		<u>Date returned to DPM:</u>	

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**SECTION 2 – SPECIAL TERMS AND CONDITIONS
LIQUID CAUSTIC SODA**

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a pool of Vendors capable of providing liquid caustic soda. Entry into the Pre-Qualification Pool is not a contract between Miami-Dade County and any Vendor, but an acknowledgement that included Vendors meet the qualifications as outlined throughout this RTQ. Pre-qualified Vendor(s) will be invited to participate in future competitions on an as needed basis. The pool shall be open for Submitters 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 bid documents. The Pre-Qualification Pool shall expire on the last day of the last month of the ten (10) year period.

2.3 QUALIFICATION CRITERIA

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

- a) Submitters shall be the manufacturer, authorized distributor or re-seller of the product defined in the RTQ.

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

2. If the Submitters are authorized distributors.

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

3. If the Submitters are authorized Re-sellers.

- 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

- 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) Submitters shall provide an American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) certifying the product for use in drinking water. No other certification will be considered by WASD.
- c) Submitters 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 and Water (AWWA) Standards B501-98 or latest revision and the technical specifications of this RTQ.
- d) Submitters shall provide a Certification of Analysis supplied by the manufacturer.
- e) Submitters shall provide a Material Safety Data Sheet (MSDS) supplied by the manufacturer.
- f) Submitters shall be regularly engaged in the business of providing liquid caustic soda. Submitter shall provide a minimum of three (3) references from recent and/or current customers (State, County and/or City Government Agency) for whom the submitter has provided the product and have established a good standard of performance for two (2) or more recent years. No more than one of these references may be from Miami Dade County. These references shall ascertain to the County's satisfaction that the submitter has sufficient experience and expertise in providing liquid caustic soda.
- g) The liquid caustic soda must be clearly identified on the offer submittal pages as to the product manufacturer, shipping point, product name or grade, and percentage of N_aOH by weight as requested. Failure to provide this information may result in the submitter not being added to the pre-qualified pool.

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. Failure to supply these documentations 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 Submitters who will be included under this RTQ. During the term of this RTQ, The County reserves the right to add or delete Submitters as it deems necessary and in its best interests.

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

Submitter 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 Submitter or its employees, agents, servants, partners principals or subcontractors. Submitter 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. Submitter expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Submitter 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 submitter 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.**
- 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. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

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 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.

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 submitter 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 request to qualify, the submitter shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the submitter to provide the required certificate of insurance within fifteen (15) business days may result in the submitter not being added to the prequalified pool.

The submitters shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the submitter. If insurance certificates are scheduled to expire during the contractual period, the submitter 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 RTQ; 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 submitter in accordance with Section 1, Paragraph 1.24 of the request to qualify.

2.5 DELIVERY

Should the submitter(s) to whom a contract is awarded fail to deliver item(s) in the period of time stated in the RTQ, the County reserves the right to cancel the contract on a default basis after any back order period that has been agreed to 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 with any re-procurement costs. If the submitter fails to honor these re-procurement costs, the County may terminate the submitter for default.

2.6 CONTACT PERSONS

For any additional information regarding the terms and conditions of this RTQ, contact Herman Ramsey, at email – hramsey@miamidade.gov

2.7 COMPLIANCE / REGULATIONS

A FEDERAL AND INDUSTRY STANDARDS

All items to be purchased under this RTQ 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), American National Standards Institute (ANSI), National Science Foundation (NSF), and the American Water Works Association (AWWA).

B 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 submitter through the Department of Regulatory and Economic Recourses (RER), 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

MIAMI-DADE

SECTION 3 – TECHNICAL SPECIFICATIONS LIQUID CAUSTIC SODA

3.1 **SCOPE OF WORK**

This Request to Qualify (RTQ) is intended to qualify submitters to provide liquid caustic soda for use in water and wastewater treatment. This chemical is a solution of anhydrous sodium hydroxide and water. It shall contain 50% sodium hydroxide (NaOH) by weight.

3.2 **TRAINING**

Vendors awarded a contract may be required to provide safe handling training courses, within the first month after award to all current Water Department operations personnel and shall be available to conduct “refresher” courses or “new employee” training at six (6) month intervals. Any training will be defined in request for quote form.

3.3 **DELIVERY REQUIREMENTS**

3.3.1 **PACKING SLIP / DELIVERY TICKET / CERTIFICATE OF ANALYSIS / WEIGHT CERTIFICATE**

Vendor(s) shall enclose a complete **packing slip / delivery ticket a Certificate of Analysis and Weight Certificate** with any items to be delivered in conjunction with this RTQ. The **packing slip / delivery ticket a Certificate of Analysis and Weight Certificate** shall be available to the County's authorized representative during each delivery for acceptance of the product being delivered. 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.

3.3.2 **TESTING / NONCONFORMANCE OF PRODUCTS**

During the term of the RTQ, 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 vendor of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the vendor fail to deliver the product within the time frame specified, this may result in the vendor being deemed in breach of contract. The County may terminate the vendor for default and charge the firm re-procurement charges, if applicable.

3.3.3 **SECURITY OF DELIVERIES**

Vendor(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 RTQ and the seal must remain unbroken until the delivery is received at the designated facility. The departments emergency contact information will be provided upon award.

3.3.4 STOCK LEVELS

Submitters shall ensure that adequate stock levels of liquid caustic soda are maintained at its place of business in order to assure the County of prompt delivery.

3.3.5 DEMURRAGE CHARGES

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

3.3.6 DELIVERY LOCATIONS

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

Deliveries will be accepted 24 hours a day, 7 days a week.

Submitter(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.

Deliveries shall be made in tanker trucks.

This location has two (2) 75,000 gallon tanks for storage capacity.

Estimated Quantity: 1,000,000 gallons per year

- **Wastewater Treatment Plants**

Deliveries to the wastewater treatment plants will be accepted Monday through Sunday between the hours of 8:00 AM and 5:00 PM.

Submitter(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.

- **North District Wastewater Treatment Plant**
2575 NE 151st Street
North Miami Beach, Florida 33160

This location is pending the addition of new 2,000 gallon tanks. Current tanks at site are not able to receive product.

All deliveries for the location listed above shall be made in tanker truck loads with load sizes to be determined by the supervisor or designee at the plant prior to delivery.

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

This location has five (5) 5,000 gallon tanks

- **South District Wastewater Treatment Plant**
8950 SW 232nd Street
Goulds, Florida 33170

This location has two (2) 5,000 gallon tanks (active) and six (6) 6,800 gallon tanks (temporarily inactive)

All deliveries for Central and South District Wastewater Treatment Plants shall be in the vendor's standard tanker truck with no restrictions as to load size. Deliveries of 3,000 +/- gallons are desired but not mandatory at these locations.

- **Pumping Stations (Wastewater)**

Deliveries to the pumping stations will be accepted Monday through Sunday between the hours of 8:00 AM and 5:00 PM.

Submitter(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.

- **Fourth Street Pumping Station**
390 NW North River Drive
Miami, Florida 33132

This location has one (1) 1,900 gallon tank

- **Ninth Street Pumping Station****
925 Biscayne Blvd
Miami, Florida 33128

** Unmanned location

This location has one (1) 1,500 gallon tank

Deliveries to the pumping stations shall be in increments of approximately 1,000 gallons for each facility listed above. The remainder amount for either facility shall be delivered to the Central District Wastewater Treatment Plant. This shall constitute a "split load". The submitter must contact the Ninth Street Pumping Station on-duty supervisor not less than one (1) hour prior to delivery. The supervisor contact information will be provided upon award.

Estimated Quantity: a combined total of 250,000 gallons per year delivered to all wastewater treatment plants and pumping locations listed above.

SECTION 4: PRICE SCHEDULE FORM

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

QUALIFYING CRITERIA 	IF THE SUBMITTER HAS PROVIDED THIS INFORMATION The manufacturer and/or authorized distributor
Product Manufacturer:	
Shipping Point:	
Product Name or Grade:	
N _a OH Percentage by Weight:	
Product Manufacturer Authorization Letter:	
ANSI/NSF Standard 60 Certification:	
Notarized Affidavit of Compliance:	
Certificate of Analysis:	
Material Safety Data Sheet:	
Authorization letter from the authorized distributor allowing vendor to resell the indicated products.	

SUBMITTERS GENERAL INFORMATION	
Provide name of office staff that is capable of meeting the County's needs 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 changes should be sent to the appropriate Officer in a signed written form i.e., e-mail.

changed information
ail or a firm's letterhead.

SECTION 4

LIST REFERENCES OF
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: Submitters are encouraged to include information on how they are seeking and/or verifying information

inform submitted references that Miami Dade County will
from them.