

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No.  
Contract    0400-4/14-4

Re-Bid     Other    LIVING WAGE APPLIES: NO  
Requisition No./Project No.: RQID1400088    TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Liquid Sodium Silicate

Description: To establish a contract for the purchase and delivery of liquid sodium silicate in rail and truck loads to Miami-Dade County Water and Sewer Department Water Treatment Plant.

Issuing Department: ISD/PMS    Contact Person: Herman Ramsey    Phone: (305) 375-2851  
Estimate Cost: \$1,775,000    GENERAL    FEDERAL    OTHER

Funding Source: Proprietary Revenue

**ANALYSIS**

**Commodity Codes:** 885-44, 885-70, 885, 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>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$

Comments: [REDACTED]

Continued on another page (s):     YES     X

**RECOMMENDATIONS**

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

**Basis of recommendation:**  
 [REDACTED]

Signed: Herman Ramsey    Date sent to DBD: 04/23/2014  
 Date returned to DPM: [REDACTED]

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 DEPT. BUSINESS DEV.  
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## SECTION 2 - SPECIAL TERMS AND CONDITIONS LIQUID SODIUM SILICATE

### 2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of liquid sodium silicate for Miami-Dade County, on an as-needed basis.

### 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 Procurement Management 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 will be made to the two (2) responsive and responsible bidders who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. 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 responsibility to initially deliver 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 contract for default and charge the bidder re-procurement costs, if applicable.

**Bidders Certifications:** Bidders shall provide the following information:

- a) Bidders shall be the product manufacturer, authorized distributor and/or re-seller of the product defined in this solicitation.

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 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.

**If the Bidders are the authorized Re-seller:**

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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 must supply a National Science Foundation/American Nation Standards Institute Standard 60 Certification (NSF/ANSI Standard 60 Certification) for Drinking Water Treatment Chemicals.
  - c) Bidders shall provide Material and Safety Data Sheets (MSDS) supplied by the manufacturer.
  - d) Bidder must supply a Certification of Analysis supplied by the manufacturer. This document must accompany each delivery.
  - e) Bidders shall provide an Affidavit of Compliance, a notarized statement certifying that all material to be provided and delivered complies with all applicable provisions of American Water Works Association (AWWA) and Water Standards B404-80 or latest revision and the technical specifications of this bid solicitation.
  - f) Bidders shall provide a copy of its contractual agreement with the supplier to include shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product.

The County at its sole discretion may request additional information in order to assess bidders' responsibility. Failure to supply these documentations 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. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code (as updated): Produce Price Index, commodity code 06790961, water-treating compounds.

It is the successful bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted no less than 90 calendar days prior to expiration of the then current 12 month period. The bidder(s) adjustment request should not be in excess of the relevant pricing index change.

Any adjustment received after 90 calendar days from the expiration of the then current 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 12 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 12 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 bidders 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 bidder will be disallowed.

**2.5 INSURANCE REQUIREMENTS IN SECTION 1, PARAGRAPH 1.21 OF THE TERMS AND CONDITIONS ARE NOT APPLICABLE**

**2.6 CONTACT PERSONS**

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

**2.7 COMPLIANCE/REGULATIONS**

**2.7.1 FEDERAL STANDARDS**

All services / 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, American Water Works Association (AWWA) and Water Standards B404-80 or latest revision, and National Science Foundation/American Nation Standards Institute Standard 60 Certification (NSF/ANSI Standard 60 Certification) for Drinking Water Treatment Chemicals.

**2.7.2 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 1<sup>st</sup> Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

**2.7.3 ACCIDENT PREVENTION AND BARRICADES**

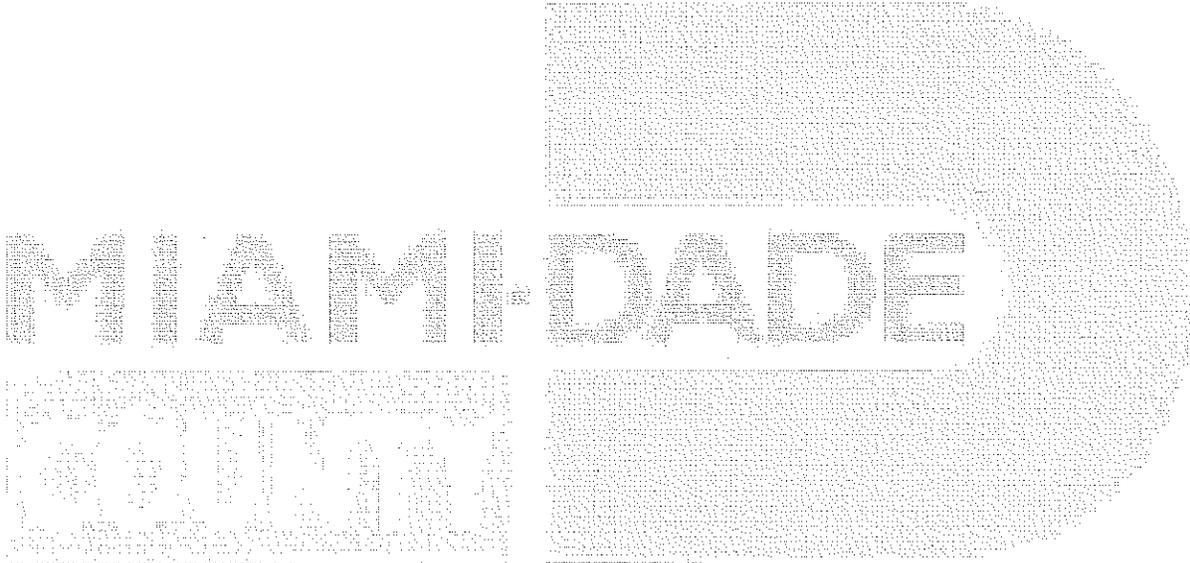
Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above

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mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. 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.

**2.8 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.



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## SECTION 3 – TECHNICAL SPECIFICATIONS LIQUID SODIUM SILICATE

### 3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract to purchase and deliver liquid sodium silicate in tank truck and/or railway tank car loads to the County. This product is used in the preparation of activated silica for the treatment of municipal water supplies for the control of corrosion and the stabilization of iron and manganese in the water system.

#### 3.1.1 **Technical Requirements**

This specification covers clarified and filtered grades of liquid sodium silicate containing 28.0 to 35.5 percent of  $\text{SiO}_2$  by weight. The maximum allowable turbidity shall not exceed 10 Nephelometric Turbidity Units (NTU's).

Bidder(s) must state the grade of Sodium Silicate on which they are bidding and its specific gravity (degree Baume @ 60° F, percent  $\text{Si}_2\text{O}$  and ratio of  $\text{Si}_2\text{O}$  to  $\text{NA}_2\text{O}$ ). Specific Gravity and ratio of  $\text{Si}_2\text{O}$  to  $\text{NA}_2\text{O}$  must meet current AWWA specifications for treatment of potable water

The liquid sodium silicate must be clearly identified on the offer submittal page as to the Product Manufacturer, Shipping Point, Manufacturer's Name and Grade, Specific Gravity Range,  $\text{SiO}_2$  Percentage, Ratio of  $\text{SiO}_2$  to  $\text{NA}_2\text{O}$ , and Turbidity of Clarified Product, 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 your offer being deemed non-responsive.

The Liquid Sodium Silicate shall be domestically manufactured.

### 3.2 TECHNICAL SUPPORT

Bidder(s) shall provide technical support expertise on the performance optimization of activated silica during the coagulation process of Miami Dade County water treatment plants. Bidder(s) support will include on demand site visit, jar testing and assistance during plant trials.

Bidder(s) shall provide technical support expertise in the area of sodium silicate use as a corrosion inhibitor for the reduction of lead and copper content in drinking water. This shall include but not limited to selective surface analysis of selected internal pipe surfaces, pre and post treatment for the purpose of evaluating how sodium silicate films are affecting distribution system materials.

### 3.3 DELIVERIES

Bidder(s) shall deliver within seven (7) calendar days after receipt of an order. Deliveries will be accepted from Monday through Friday between the hours of 7:00 AM to 4:00 PM.

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### **Delivery Location**

Alexander Orr Water Treatment Plant  
6800 SW 87<sup>th</sup> Ave  
Miami, Florida 33173

Bidders are required to deliver an estimated 23,300 CWT (Complex Wavelet Transform) – represents hundred weight - by railway tank car loads and an estimated 1,100 CWT by tank truck loads.

The Liquid Sodium Silicate shall be delivered to the unloading location in a suitable condition for immediate unloading and use at the time of delivery. Liquid Sodium Silicate that has been subjected to extremely cold temperatures for an excessive period of time is usually high in viscosity, is difficult to unload and feed and will not be acceptable.

All railway tank cars will be unloaded by the County user department; tank trucks will be unloaded by the bidder. All trucks and rail cars used to delivery product to the County shall comply with all Federal, State, and Local laws and regulations.

All deliveries shall be made in accordance with good commercial practice and all required delivery time frames shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be negotiated.

Should the bidder fail to deliver the product within the time frame specified, this 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.

#### **3.3.1 PACKING SLIP / DELIVERY TICKET / CERTIFICATION OF ANALYSIS**

Bidder(s) shall enclose a complete **packing slip / delivery ticket / certification of analysis** with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket / certification of analysis** 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.

#### **3.3.2 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 bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

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### **3.3.3 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 bidder(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. The departments emergency contact information will be provided upon award.

### **3.3.4 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from vendors who supply containers and rail cars on an interim basis to the County in conjunction with this contract for the first thirty (30) calendar days after delivery.

### **3.3.5 BACK ORDER**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder is required to deliver all items 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 bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another bidder, and charge the incumbent bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**SECTION 4: PRICE SCHEDULE FORM  
LIQUID SODIUM SILICATE**

**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 Manufacturer Authorization Letter:			
Contract Agreements:			
Notarized Affidavit of Compliance:			
Material Safety Data Sheet:			
Authorization letter from the authorized distributor allowing bidder to resell the indicated products.			
Product Shipping Point:			
Rail for item 1:			
Truck for item 2:			
Manufacturer's Name and Grade:			
Specific Gravity Range (Degree Baume @ 60° F):			
SiO2 Percentage:			
Ratio of SiO2 to NA2O:			
Turbidity of Clarified Product:	NTU's	NTU's	NTU's

Item No.	Description	Est. Annual Quantity / Unit Measure	Unit Price Per CWT	Extended Price
1	Liquid Sodium Silicate delivered by rail car	23,300 CWT	\$ -	\$ -
2	Liquid Sodium Silicate delivered by truck	1,100 CWT	\$ -	\$ -
	<b>Total Items 1 and 2:</b>		\$ -	\$ -

NOTE: CWT (Complex Wavelet Transform) Represents Hundred Weight.

## Walters, Vivian (ISD)

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**From:** Ramsey, Herman (ISD)  
**Sent:** Wednesday, April 23, 2014 10:59 AM  
**To:** Walters, Vivian (ISD)  
**Cc:** Clark, Veronica (ISD)  
**Subject:** RQID1400088: Liquid Sodium Silicate  
**Attachments:** B - ITB - Section 2 Special Terms and Section 3 Tech Specs.docx; C - ITB - Section 4 Price Schedule Form revised xls.xls; DBD DEPARTMENT INPUTa.doc

Good morning Vivian,

Attachments you will find the DBD input document and draft bid solicitation for the above mentioned acquisition. Please process and provide a response at your earliest convenience.

If you have any questions, contact me at (305) 375-2851.

Thank you.