

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. 7560-4/14-4

Re-Bid Other LIVING WAGE APPLIES: NO
 Requisition No./Project No.: RQID1400089 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Aqueous Ammonia

Description: To establish a contract for the purchase and delivery of aqueous ammonia in tanker 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: \$1,915,000 GENERAL FEDERAL OTHER

Funding Source: Proprietary Revenue

ANALYSIS

Commodity Codes: 180-12, 180-79, 180, 885			
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>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$

Comments:

Continued on another page (s): YES x

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: <u>Herman Ramsey</u>	Date sent to DBD: <u>04/25/2014</u>
	Date returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2014 APR 25 PM 1:42

SECTION 2 - SPECIAL TERMS AND CONDITIONS
AQUEOUS AMMONIA

2.1 PURPOSE

The purpose of this solicitation is to award a contract for the purchase of Aqueous Ammonia to be delivered to the County, on an as-needed basis.

2.2 TERM

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 shall expire on the last day of the five (5) year period.

2.3 METHOD OF AWARD

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders for the item. 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 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 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) Bidders shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.
- c) Bidders shall provide a Certification of Analysis supplied by the manufacturer of the material in accordance with Federal Specification and Standard A-A-59370.
- d) Bidders shall provide a Material Safety Data Sheet supplied by the manufacturer.

Bidders shall provide all of the specified information and documents listed above with their submittal form as proof of compliance to the requirement of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required documents.

The County at its sole discretion may request additional information in order to assess the bidders' responsibility. Failure to supply these documentations may result in the bidder offer being deemed non-responsive.

2.4 PRICES

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

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

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 the 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 manufacturer documentation.

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 bidder's 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 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.

2.6 COMPLIANCE / REGULATIONS

2.6.1 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), and the National Fire Protection Association, and American National Standards Institute/National Science Foundation (ANSI/NSF).

2.6.2 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 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

2.6.3 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 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.

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

2.8 PURCHASE OF OTHER ITEMS

While the County has listed the major item within the scope of this solicitation which is utilized by the County 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.

**SECTION 3 – TECHNICAL SPECIFICATIONS
AQUEOUS AMMONIA**

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase and delivery of Aqueous Ammonia (NH₄OH) to the County for use in water treatment.

3.2 SPECIFICATIONS

- a) Colorless and free from suspended matter and sediment
- b) Contain between 18 and 20 percent ammonia (NH₃) by weight
- c) Not to exceed the maximum concentration of chloride and heavy metal (as Pb) of 0.5 ppm.
- d) Not to exceed the maximum concentration of 2 ppm of phosphate (as PO₄), and 2 ppm of total sulfur (as SO₄).
- e) National Science Foundation/American National Standards Institute Standard 60 Certification certified reagent grade Aqueous Ammonia.

The aqueous ammonia supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated with it.

The aqueous ammonia must be clearly identified on the offer submittal page as to the product manufacturer, location of manufacturing plant, percent offered, and by weight, 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.

3.3 DELIVERY

Bidders shall make deliveries within two (2) calendar days after the date of the order. Deliveries will be accepted Monday through Friday between the hours of 7:00 AM to 5:00 PM EST.

DELIVERY LOCATIONS: (WATER TREATMENT PLANTS)

John E. Preston Water Treatment Plant 1100 W 2 nd Ave Hialeah, Florida 33166 Two (2), 8,000 gallon tanks	Hialeah Water Treatment Plant 700 W 2 nd Ave Hialeah, Florida 33166 Two (2), 4,000 gallon tanks
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Alexander Orr Water Treatment Plant
6800 SW 87th Ave
Miami, Florida 33173
Two (2), 8,000 gallon tanks

Delivery shall be made by tanker 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. All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the Vendor(s); except in such cases where the delivery will be delayed due to acts of nature, 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.

The tank shall be inspected to ensure they are free from contaminant prior to loading the aqueous ammonia. The delivery vehicle must supply all necessary hoses, meters, and pump to accomplish delivery and unloading at all designated locations. Bidders are responsible for unloading the product into the County's storage units. Due to space restrictions within plants, tractor trailer size loads cannot exceed 56 feet. Straight tank trucks can be accepted.

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor 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 vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs.

3.3.1 PACKING SLIP / DELIVERY TICKET / CERTIFICATE OF ANALYSIS

Bidder(s) shall enclose a complete **packing slip / delivery ticket / Certificate of Analysis** with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket / Certificate of Analysis** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket / Certificate of Analysis** 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.

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.

**SECTION 4: PRICE SCHEDULE FORM
AQUEOUS AMMONIA**

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 offer being deemed non-responsive.

QUALIFYING CRITERIA	IF THE BIDDER IS	
	Product Manufacturer	Authorized Distributor
Product Manufacturer:		
Manufacturer Plant Location:		
Percent Offered:		
NH ₃ by Weight:		
Product Manufacturer Authorization Letter:		
ANSI/NSF Standard 60 Certification:		
Certificate of Analysis:		
Material Safety Data Sheet:		

Item No.	Description	Estimated Annual Quantity / Unit Measure	Unit Price Per Ton	Extended Price
1	Aqueous Ammonia between 18 and 20 percent NH ₃ by weight	434 Tons	\$ -	\$ -

Walters, Vivian (ISD)

From: Ramsey, Herman (ISD)
Sent: Friday, April 25, 2014 11:24 AM
To: Walters, Vivian (ISD)
Cc: Clark, Veronica (ISD)
Subject: RQID1400089: Aqueous Ammonia
Attachments: DBD DEPARTMENT INPUTa.doc; B - ITB - Section 2 Special Terms and Section 3 Tech Specs.docx; Copy of Section 4 Price Schedule Form.xls

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.

Herman Ramsey
Procurement Contracting Officer 1
Internal Services Department
Procurement Management Services Division
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Miami, Florida 33128
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