

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

X New Contract     OTR     Sole Source     Bid Waiver     Emergency

Previous Contract/Project No.  
4132-0/17

Re-Bid     Other

LIVING WAGE APPLIES: NO

Requisition No./Project No.: FB-00640 RQID1700070    TERM OF CONTRACT 5 YEAR(S) WITH NA YEAR(S) OTR

Requisition /Project Title: Sodium Hypochlorite and Storage Equipment

Description: To establish a contract to purchase and delivery of a 10.5% sodium hypochlorite solution in tanker truck loads and provide 2,000 gallon single wall tanks and 8 X 8 containments to Miami-Dade County Water and Sewer Department.

Issuing Department: ISD/PMS    Contact Person: Herman Ramsey    Phone: (305) 375-2851  
 Estimate Cost: \$8,014,000    GENERAL    FEDERAL    OTHER

Funding Source: Proprietary Revenue

**ANALYSIS**

**Commodity Codes:**    190-36, 85, and 40; 885-38, and 40, 84; 505-25; 885 and 885-96  
 Contract/Project History of previous purchases three (3) years  
 Check here x if this is a new contract/purchase with no previous history.

	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$

Comments:

Continued on another page (s):     YES    x

**RECOMMENDATIONS**

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

Basis of recommendation:

Signed: *Herman Ramsey*    Date sent to DBD: 11/01/17

Date returned to DPM: \_\_\_\_\_

## **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 10.5% sodium hypochlorite solution in tanker truck loads. The awarded bidder shall also, provide 2,000 gallon single wall tanks and 8 X 8 containments as required in conjunction with the County needs. The chemical is used for disinfection in the water and sewage treatment process. Single wall tanks and containments are used for storage of the chemical.

### **2.2 TERM OF CONTRACT**

This contract shall commence upon 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 contract shall remain in effect for two (2) years, and shall expire on the last day of the two (2) year period.

### **2.3 OPTION TO RENEW**

Initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5), one year option-to-renew on a year to year basis. The County may consider an adjustment to price based on paragraph 2.6. Continuation of the contract beyond the initial period is a County prerogative; not a right of the awarded bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

### **2.4 METHOD OF AWARD**

Award of this contract will be made to the single responsive and responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be deemed non-responsive. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

### **2.5 QUALIFICATION CRITERIA**

**2.5.1** Bidders shall be the manufacturer of the offered product and equipment, 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 the following:

1. A formal notice on manufacturer's company'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.

**2.5.2** Bidders shall provide copies of established contract agreements or signed company's letterhead from the product manufacturer that demonstrate its ability to provide the sodium hypochlorite in the quantities as required by the County.

- 2.5.3** Bidders shall provide a Safety Data Sheets supplied by the manufacturer.
- 2.5.4** Bidders shall provide a notarize certificate confirming the quality and composition of the chemical meets paragraph 3.2.1 and 3.2.2 technical specifications; and does not have any hypo that is manufactured using elemental chlorine (gaseous chlorine), supplied by the manufacturer.
- 2.5.5** Bidders shall provide American National Standard Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals, equivalent certifications are prohibit.
- 2.5.6** Bidders shall provide a signed and dated tanker truck equipment list necessary to perform the delivery and unloading the product.
- 2.5.7** Bidders shall maintain an office equipped with a working telephone, a separate facsimile (fax) line and/or electronic mail address to expedite service calls. This office shall be staffed by competent company representatives who can be contacted Monday through Friday, during work hours from 7:00 am to 5:00 pm.
- 2.5.8** Bidders shall provide a minimum of three (3) **different** references of current or recent sodium hypochlorite wastewater treatment plant customers. The references must include the customer's company's name, and the contact person name, title, address, e-mail address, and telephone number who can verify that the bidder has successfully provided the product that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise.

#### **2.5.9 BID SUBMITTALS REQUIREMENTS**

- The sodium hypochlorite; and storage equipment; and chemical abstracts service number must be clearly identified on the offer submittal page as to the products manufacturer and 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-responsible.

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-responsible.

#### **2.6 PRICES**

- 2.6.1** Initial contract price results from this solicitation shall remain fixed for a period of no less than two (2) years from the contract's initial effective date. Following the initial two (2) year period, the fixed price may be adjusted upward or downward to price for Item 1 identified in Section 4 of this solicitation based on changes in the following pricing index: Producer Price Index (PPI), commodity code 061303 (as updated): Alkalies and chlorine, including natural sodium carbonate and sulfate, starting within most recent 12 month period.
- 2.6.2** Prices for items 2 through 4, shall remain fixed and firm for the term of contract to include any option-to-renew period.

- 2.6.3** It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the awarded Bidder's request for adjustment must be submitted no less than 90 calendar days prior to expiration of the then current contract term. The awarded Bidder's adjustment request may not be in the excess of the relevant documented price fluctuation by the PPI for Item 1.
- 2.6.4** For Item 1: Any adjustment received after 90 calendar days from the expiration of the then current contract term may not be considered. If no adjustment request is received from the awarded Bidder, the County will assume that the awarded Bidder has agreed that the next contract term 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 next contract term based on the downward movement of the appropriate index.
- 2.6.5** County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or terminate the contract with the awarded Bidder based on such price adjustments.
- 2.6.6** The awarded Bidder's price shall be inclusive of all costs, charges, and fees involved in providing the specified product and equipment. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibit.

## **2.7 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 sodium hypochlorite. 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 1.35, the invoices shall reference the corresponding **delivery ticket number** / **packing slip number** and **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.

## **2.8 COMPLIANCE/REGULATIONS**

### **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 1<sup>st</sup> 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. A vendor 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 AND EQUIPMENT**

While the County has listed the sodium hypochlorite in the forms and compositions currently used by the County departments and any related equipment in conjunction with its operations of the plant process, there may be similar purchases by the County during the term of this solicitation. Any additional forms / compositions equipment required may be leased or 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 documentations as listed in Section 2.5 thru 2.5.8 of this solicitation, and any supporting documentation as required by the County.

### **2.10 DELETION OF ITEMS**

Although this solicitation identifies specific items to be purchased, it is hereby agreed and understood that the County may delete items when such product/service is no longer required during the contract period. The County will provide upon 14 calendar days' written notice to the awarded bidder.

### **2.11 REMOVAL OF EQUIPMENT**

The awarded Bidder shall deliver the storage tanks within two (2) calendar days after the date that the order is placed by the County. The awarded Bidder agrees to retain the equipment at the designated County premises for additional 60 day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option terms of the contract. During this transitional period the awarded bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also, in force, is being mobilized. If the awarded Bidder is supplying equipment in conjunction with this contract, the awarded Bidder agrees to retain the equipment at the designated County premise for an additional 60 calendar days after the current expiration of the contract; at which time the equipment shall be removed from the premises. The awarded Bidder shall allow invoicing the affected County department for this additional period on a pro-rated basis.

### **2.12 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 including Products and Completed Operations and Pollution Liability 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 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.

**2.13 INSTALLATION**

The awarded Bidder shall be required to furnish and fully install the appropriate materials or products identified in the specifications and/or statement of work included in this solicitation and resultant contract at the facility designated by the County. The awarded Bidder shall also be required to provide an appropriate safe handling training course to County personnel, at no additional cost, on the appropriate use of the materials or products as and if necessary.

**2.14 LABOR, MATERIALS, AND EQUIPMENT**

The awarded bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.



## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE**

This solicitation is to establish a contract for the purchase and delivery of an annual estimated 15,000,000 gallons of a 10.5% sodium hypochlorite solution in tanker truck loads. The vendor shall also provide 2,000 gallon single wall tanks and 8 X 8 containments as required in conjunction with the County needs. The chemical is used for disinfection in the water and sewage treatment process. Single wall tanks and containments are used for storage of the chemical.

**NOTE:** The County will no longer accept any sodium hypo that is manufactured using elemental chlorine (gaseous chlorine). The material is quite dangerous and subject to the positive train control situation.

### **3.2 SPECIFICATIONS**

**3.2.1** Chemical composition is NaOCl; the analysis of the product shall be at minimum concentration:

- a. Percentage of NaOCl by weight – 11.03
- b. Percentage of C12 available by weight – 10.5
- c. Percentage of C12 available by volume – 12.3
- d. Specific Gravity – 1.17 – 1.18
- e. Pounds of product per gallon – 9.8

**3.2.2** The analysis for the product at maximum concentrations:

- a. Percentage of NaOH by weight - .15 – .40
- b. Fe, ppm – 0.3
- c. Cu, ppm - .05
- d. Ni, ppm - .05
- e. Chlorate – 2000 ppm
- f. Perchlorate – 30 ppm
- g. Bromates – 20 ppm

Specific gravity @ 60/60 deg. F – 1.17 – 1.18 approx.

Available C12 Grams/Liter – 125

Color – greenish yellow

**3.2.3** Storage equipment shall be forty-two (42) 2,000 gallon single wall tanks with basic plumbing pulling discharge and complete fill connections; and forty-two (42) 8 X 8 containments as required. The vendor is responsible for the maintenance services and repairs to the storage equipment. The vendor should respond within 24 hours of service and emergency calls.

### **3.3 DELIVERY REQUIREMENTS**

**3.3.1** The vendor shall make deliveries within two (2) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor. In cases where the delivery and availability will be delayed, the vendor shall notify the County, and if the County department approves, a revised delivery schedule may be established.



- 3.3.2** Should the vendor fail to deliver in the number of days stated above, the County reserves the right to cancel the order, seek the items from an alternative source, and charge the vendor for any re-procurement costs.
- 3.3.3** Deliveries shall be made with tanker trucks equipped with self-contained pumps capable of filling the Miami-Dade Water and Sewer's storage tanks. The vendor shall have sufficient equipment and workforce to make deliveries as required including more frequent demands due to weather related events or biological upsets experienced at the facility.
- 3.3.4** Deliveries to the Central (Virginia Key) and South (Black-point) District Treatment Plants shall be in tanker truck loads of approximately 5,000 gallons.
- 3.3.5** Deliveries to the Ninth Street Pumping station shall be in increments of approximately 1,000 gallons. The remainder (4,000 +/- gallons) shall be delivered to the Central District Plant (Virginia Key). This delivery shall constitute a "split load", as one tanker load will service two distinct locations.
- 3.3.6** Deliveries of the Fourth Street Pumping Station shall be in increments of 4,000 gallons. The amount remaining shall be delivered to the North District (Interama). This delivery shall constitute a "split load" as one tanker load will service two distinct locations.
- 3.3.7** Deliveries to the Leisure City location with the South Dade Water Supply System (Rex) shall be made in tanker truck loads with a weekly delivery of approximately 1,200 gallons +/- for a rental tank with a 2,000 gallon capacity.
- 3.3.8** Deliveries to Elevated Tank Facility shall be made in tanker truck load with a weekly delivery of approximately 350 gallons +/- for a tank with a 1,000 gallon capacity.
- 3.3.9** Deliveries to Newton Facility shall be made in tanker truck load with a weekly delivery of approximately 500 gallons +/- for a tank with a 1,000 gallon capacity.
- 3.3.10** Deliveries to Everglades Labor Camp Facility shall be made in tanker truck load with a weekly delivery of approximately 300 gallons +/- for a tank with a 1,000 gallon capacity.
- 3.3.11** The delivery person needs to be present during the unloading process of the product at the designated facility. A County representative will also be present to witness the unloading process.
- 3.3.12 Back Order**

The County shall not allow any late deliveries attributed to product back order situations under this solicitation. 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 an alternative source, and charge the vendor for any re-procurement costs.



**3.3.13 Packing Slip / Delivery Ticket / Scale Ticket / Certificate of Analysis**

The vendor 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 / scale ticket / certificate of analysis** shall be made available to the County's authorized representative during delivery. Reference items 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,
- the gross weight, TARE weight, and net weight of the vehicle.

**3.3.14 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 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 sodium hypochlorite product within the time frame specified, may result in the awarded bidder being deemed in breach of contract. The County may terminate the vendor for default, seek the items from an alternative source, and charge the vendor for any re-procurement costs.

**3.3.15 Security of Deliveries**

The vendor 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 vendor 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.

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

**3.3.17 Required Documentation for Delivery**

- A. Certificate of Analysis must accompany each load. The certificate shall denote:
1. Available chlorine by percent weight, measured by titration.
  2. Excess alkalinity by percent weight, measured by titration.
  3. Specific gravity, measured by hydrometer
  4. Color and clarity, measured by thermometer
  5. Temperature, measured by thermometer
  6. Batch number, and date of batch
  7. Plant location
  8. Signature of analyst
- B. Each load delivered shall be accompanied by a scale ticket (State of Florida certified scale) showing the gross weight, TARE weight, and net weight of the vehicle. The County will use 9.8 pounds of product of equal one gallon to verify gallons delivered.

