DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. Contract FB-00529 Re-Bid Other LIVING WAGE APPLIES: YES X NO Requisition No./Project No.: FB-00716/RQID1800037 TERM OF CONTRACT 5 YEAR(S) WITH NA YEAR(S) OTR Requisition /Project Title: Liquid Ferric Sulfate and Storage Equipment					
Description: To establish a contract for the purchase and delivery of Liquid Ferric Sulfate to Miami-Dade Water and Sewer Department on an as needed-basis.					
Issuing Department: ISD/PMContact Person: Herman RamseyPhone: (305) 375-2851Estimate Cost: \$2,386,400GENERALFEDERALOTHER					
Funding Source: Proprietary Funds					
ANALYSIS					
<u>Commodity Codes:</u> 885-60, 885-76, 885-78, 885, 885-82, 885-44, 885-46					
Contract/Project History of previous purchases three (3) years					
Check here \Box if this is a new contract/purchase with no previous history.					
	EXISTING		2 ND YEAR		<u>3RD YEAR</u>
Contractor:					
Small Business Enterprise:					
Contract Value:			\$		\$
Comments:					
Continued on another page (s): \Box YES x					
RECOMMENDATIONS					
	Set-aside	Sub-contract	or goal	Bid preference	Selection factor
SBE					
Basis of recommendation:					
Signed: Herman Ramsey			Date sent to DBD: December 19, 2017		
Date returned to DPM:					

Revised April 2005

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 <u>PURPOSE</u>

The purpose of this solicitation is to establish a contract for the purchase and delivery of Liquid Ferric Sulfate Fe_2 (SO₄)₃ in tanker trucks to Miami-Dade County.

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 Blanket Purchase Order issued by the Internal Services Department, Procurement Management Services Division. The contract shall expire on the last day of the sixtieth (60th) month.

2.3 <u>METHOD OF AWARD</u>

Award will be made to the single lowest 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.

The award of this contract is contingent upon rejection of the solicitation FB-00529, Liquid Ferric Sulfate and Storage Equipment.

2.4 **QUALIFICATIONS**

- 2.4.1 Bidder 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 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, equivalent certifications are prohibited.
- **2.4.3** Bidder shall provide a Certification of Analysis of the material identified throughout the solicitation indicating that they meet the requirements of American Water Works Association (AWWA) Standard B406-97, or latest revision, equivalent certifications are prohibited.
- **2.4.4** Bidder shall provide Safety Data Sheets supplied by the manufacturer.
- **2.4.5** Bidders shall provide three (3) <u>different</u> references of current or previous Customers. The references must include the customer's company name, and the name, title, address, e-mail address, and telephone number of the contact person who can verify that the bidder has successfully provided the products that the bidder is offering under this solicitation. References must be listed in Section 4: References form. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise.

- **2.4.6** The Liquid Ferric Sulfate Fe₂ equipment manufacturer(s) must be clearly identified on the offer submittal page. Use of terms such as "As Spec" or left blank is unacceptable.
- **2.4.7** 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.

2.5 PRICES

- **2.5.1** The initial contract price resulting from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following the initial 12 month period, the fixed prices may be adjusted upward or downward to price for item 1 identified in this solicitation based on changes in the following pricing index: Producer Price Index (PPI), commodity code 06790961 (as updated): <u>Water-treating compound</u>, starting within most recent 12 month period.
- **2.5.2** Price for items 2 through 5, pricing shall remain fixed and firm for a period of five (5) years.
- **2.5.3** For item 1: 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 presume that the awarded 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 next 12 month period based on the downward movement of the appropriate index.
- **2.5.4** It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded Bidder based on such price adjustments.
- **2.5.5** The Bidder's prices 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 bidder will be disallowed.

2.6 <u>METHOD OF PAYMENT</u>

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 liquid ferric sulfate. 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 <u>delivery ticket number</u> / <u>packing slip number</u> and <u>scale ticket</u> that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the following added additional basic information:

- IV. Scale Ticket
 - The County will use 13.25 pounds of Ferric Sulfate to equal one (1) gallon to verify gallons delivered.
 - Each delivery must be accompanied with a Material Compliance Certificate of Analysis. Failure to submit invoices in the prescribed manner will delay payment.

2.7 <u>DELIVERY</u>

2.7.1 Bidder(s) shall deliver within forty-eight (48) hours - two (2) calendar days - after receipt of an order from the user department. In the event that an emergency arises, Bidder(s) shall be able to deliver the material within twenty-four (24) hours – one (1) calendar day - from receipt of an order. Deliveries will be accepted six (6) days per week, Monday through Saturday between the hours of 7:00 A.M. and 10:00 P.M. EST.

Delivery Locations:

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

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

South District Wastewater Treatment Plant-Blackpoint 8950 SW 232nd Street Miami, Florida 33170

2.7.2 Delivery shall be made by tanker trucks. All trucks used to deliver product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The tanker shall be inspected to ensure they are free from of contaminants prior to loading the sodium permanganate. The delivery truck must supply the necessary hoses, meters and pumps to accomplish delivery and unloading. All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the awarded bidder; 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 awarded bidder. In these cases, the awarded bidder 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.

2.7.3 Packing Slip /Delivery Ticket / Scale Ticket

Bidder(s) shall enclose a complete *packing slip* or *delivery ticket and scale ticket* with any items delivered in conjunction with this bid solicitation. The *packing slip* / *delivery ticket* / scale ticket shall be made available to the County's authorized representative during delivery. The *packing slip* / *delivery ticket* / scale ticket shall include, at a minimum, the following information: purchase order number; requisition 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.

2.7.4 Testing / Nonconformance of Product

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.

Should the Bidder fail to deliver the ferric products within the time frame specified, 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.

2.7.5 Demurrage Charges Will Not Be Allowed

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

2.7.6 <u>Security of Deliveries</u>

Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc., to any person, company or organization without the written permission of the County designee. The awarded vendor(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.

2.8 <u>COMPLIANCE/REGULATIONS</u>

2.8.1 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 (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 following:

> Department of Regulatory and Economic Resources (RER) 701 NW 1st Court, Suite 400 Miami, Florida 33136 Telephone (305) 372-6789

2.9 PURCHASE OF OTHER ITEMS / SERVICES / EQUIPMENT

While the County has listed the liquid ferric sulfate and storage container in the forms and compositions currently used by County departments and any related equipment or services 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 / services / 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 the documentation as listed in Paragraph 2.4 of this solicitation, and 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. 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.

2.11 FURNISH AND SET IN PLACE REQUIREMENTS

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.

2.12 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the awarded bidder(s) 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.

2.13 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 <u>SCOPE</u>

This solicitation is to establish a contract for the purchase of Liquid Ferric Sulfate $Fe_2 (SO_4)_3$ in tanker trucks for County use in the wastewater treatment process. The chemical is added at several points in the wastewater treatment process with several applications including struvite control, odor hydrogen sulfide control, improving settling and dewatering of sludges. Ferric is essential to prevent formation of struvite in the system and it controls excessive struvite build-up. Struvite is a mineral commonly found in sewage and wastewater. The formation and build-up of it clogs valves, pipes, pumps and centrifuges creating severe operational issues and causing operating permit violations. The vendor shall also provide various sizes of single or double wall tanks used for storage, containment, injection quill, all pumps, gauges, valves, piping, and all other incidentals necessary to inject this chemical into the piping system. The vendor is responsible for the maintenance and repair of the chemical feed pumps and the storage tanks.

3.2 LIQUID FERRIC SULFATE REQUIREMENTS

Liquid Ferric Sulfate shall be free of lumps and extraneous materials and shall be transported and delivered in such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant materials. The product must be certified in accordance with Section 2.

3.2.1 CHEMICAL COMPONENTS (Liquid Ferric Sulfate)

Liquid ferric sulfate must not be manufactured / reprocessed from a by-product(s) of other processes, but should be manufactured as virgin ferric sulfate of the highest quality, solely intended for potable drinking water.

- a) Ferric Iron: Liquid Ferric Sulfate shall contain not less than 12% water soluble ferric iron.
- b) Ferrous Iron: Water Soluble Ferrous Iron shall not exceed 0.20% on a basis of 12% minimum ferric iron in liquid ferric sulfate.
- c) Water Insoluble Matter: Not more than 0.1% shall be insoluble in liquid ferric sulfate.
- d) Free Acid: Liquid Ferric Sulfate shall contain free acid, but it shall not exceed 0.2% as H₂SO₄. Liquid Ferric Sulfate shall contain sufficient acid as H₂SO₄ so solution pH is 2 or less to ensure product stability.
- e) Chlorides: Not more than 8ppm chloride shall be present per each 1% ferric iron content at 100° F.

3.2.2 EQUIPMENT

The vendor is required to provide various single or double wall tanks sizes used for storage, containment, injection quill, all pumps, gauges, valves, piping, and all other incidentals necessary to inject these chemicals into the piping system. The equipment should be serviced and maintained by the vendor. The monthly rental cost should include the following: weekly maintenance, repairs, replacement parts, emergency calls performed, and installation. The vendor should be physically onsite within 24 hours of service calls. The successful vendor will be responsible for securing the tanks in place against the current wind loads as established by the most recent version of the Florida Building code. The vendor will also be responsible for providing protection of the tanks from projectiles during the same type of storm event by providing barriers i.e. fencing and or temporary structure.

The vendor must provide the following equipment and service for the following wastewater treatment plants locations:

- A. Central District Sludge Dewatering
 - One (1) Coagulant feed system to include cabinet, dual feed pumps 4-20ma capable, flow magmeter, and Supervisory Control and Data Acquisition (SCADA) control.
 - One (1) Bulk Storage with 10,000 gallon capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment.
 - Tank monitoring service
 - Chemical unloading station with safety apparatus.
 - Chemical feed lines double walled from injection to containment (up to 250 ft.).
 - Chemical injection quill(s)
 - Bulk storage containment and pad
- B. Central District Concentrator Application
 - One (1) Coagulant feed system to include cabinet, dual feed pumps 4-20ma capable, flow magmeter, and SCADA control.
 - One (1) Double walled bulk storage tank 6,000 gallon capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment.
 - Tank monitoring service
 - Chemical unloading station with safety apparatus.
 - Chemical feed lines double walled from injection to containment (up to 100 ft.).
 - Chemical injection quill and static mixer
- C. South District Sludge Conditioning
 - One (1) Coagulant feed system to include cabinet, dual feed pumps 4-20ma capable, flow magmeter, and SCADA control.
 - Remote monitoring system: allows real time data acquisition, chemical feed rates, tank levels, electronic mail or text of alarms, and offers historical trend data
 - Total Solids (TS) and conductivity meter
 - One (1) Bulk Storage with 15,000 capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment.
 - Chemical unloading station with safety apparatus.
 - Chemical feed lines double walled from injection to containment (up to 350 ft.).
 - Chemical injection static mixer
- D. South District Concentrator Application
 - One (1) Coagulant feed system to include cabinet, dual feed pumps 4-20ma capable, flow magmeter, and SCADA control.
 - One (1) Double walled bulk storage tank 6,000 gallon capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment.
 - Tank monitoring service
 - Chemical unloading station with safety apparatus.
 - Chemical feed lines double walled from injection to containment (up to 100 ft.).
 - Chemical injection quill and static mixer

- E. North District Hydrogen Sulfide (H₂S) / Chemically Enhanced Primary Treatment (CEPT)
 - Two (2) Coagulant Feed System to include cabinet, dual feed pumps 4-20ma capable, flow magmeter, and SCADA control.
 - Remote monitoring system: allows real time data acquisition, chemical feed rates, tank levels, electronic mail or text of alarms, and offers historical trend data
 - Two (2) Bulk Storage with 15,000 capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment. Tank monitoring service
 - Chemical unloading station
 - Suspended solids, pH and dissolved sulfides monitoring system capable of real time data acquisition.
 - Chemical feed lines double walled from injection to containment (up to 400 ft.).
 - Chemical injection quills, three (3) fully retractable with checks and corporation stops.
- F. Pumps Stations 1, 2, 3 and other to be selected pumps stations application as needed.
 - One (1) Double walled 5,000 gallon capacity with hurricane protection must be in the form of concrete slab base foundation and metal straps to tie down to the slab to prevent from flying and hitting other sensitive equipment.
 - Remote monitoring system with real time data acquisition, chemical feed rates, tank levels, electronic mail or text of alarms, and offers historical trends data
 - Two (2) ferric feed systems including cabinets, dual feed pumps with 4-20ma capable, flow magmeters, and SCADA control pH and dissolved sulfides monitoring system capable of real time data acquisition.
 - Tank monitoring service
 - Chemical unloading station with eyewash and safety apparatus.

3.3 TRAINING

The vendor shall provide sixteen (16) hours safe handling training course within the first month of the contract to all current Miami-Dade Personnel, minimum of two (2) and maximum 20 attendees, and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period, at no additional charge. These courses will take place at one of the three wastewater treatment plants. The vendor should be available to answer any technical questions related to the ferric sulfate system. The materials should be regarding to safe handling and proper application of the ferric sulfate.

3.4 EMERGENCY SERVICES

The vendor must provide weekly maintenance, emergency response service, repair, replacement parts for installed equipment. The vendor representative must be onsite within two (2) hours of notification of emergency calls.