

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00715
Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: FB-02136
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Sodium Permanganate

Description: Purchasing and delivery of Sodium Permanganate, 20% concentration, and rental of polyurethane tanks.

Issuing Department: ISD
 Contact Person: Marcelo Cam
 Phone: 305-213-8262
 Estimate Cost: \$2,128,717
 Funding Source: GENERAL FEDERAL OTHER Proprietary

ANALYSIS

| | | | | | |
|--|-------------------------------|-----------------------------------|-----------------------------------|-------------|-------------|
| Commodity Codes: | <u>19042</u> | <u>NIGP</u> | <u> </u> | <u> </u> | <u> </u> |
| Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history. | | | | | |
| | <u>EXISTING</u> | <u>2ND YEAR</u> | <u>3RD YEAR</u> | | |
| Contractor: | <u>Carus LLC (Carus Corp)</u> | <u> </u> | <u> </u> | | |
| Small Business Enterprise: | <u> </u> | <u> </u> | <u> </u> | | |
| Contract Value: | <u>\$2,376,000</u> | <u> </u> | <u> </u> | | |
| Comments: | <u> </u> | | | | |
| Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | |

RECOMMENDATIONS

| | Set-Aside | Subcontractor Goal | Bid Preference | Selection Factor |
|------------|-------------|--------------------|----------------|------------------|
| SBE | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Basis of Recommendation:

| | |
|----------------------------|-----------------------------------|
| Signed: <u>Marcelo Cam</u> | Date sent to SBD: <u>3/4/2022</u> |
| | Date returned to SPD: <u> </u> |

SECTION 2 - SPECIAL TERMS AND CONDITIONS
SODIUM PERMANGANATE AND STORAGE TANKS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of sodium permanganate in a 20% solution in tanker truck loads; and monthly rental of 6,500-gallon ultra-dense polyurethane (UDPE) tanks inclusive of installation and containment area in conjunction with the County's needs on an as needed basis.

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 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 primary Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

2.4 QUALIFICATIONS

2.4.1 Bidder shall be the product and equipment manufacturer, 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:

A formal notice on manufacturer's company 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 Safety Data Sheets supplied by the manufacturer.

2.4.4 Bidder shall provide a Certification of Analysis of the material supplied by the manufacturer.

2.4.5 Bidders shall provide three (3) references of current or previous water 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 Bidder shall identify the sodium permanganate and storage equipment manufacturer(s) 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 signed the changes in the

following pricing index: Producer Price Index (PPI), commodity code 06130302 (as updated): chlorine, sodium hydroxide, and other alkalis starting within most recent 12-month period.

2.5.2 Price for item 2: 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 awarded Bidder's prices shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidder is prohibited.

2.6 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 permanganate; 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.

All invoices shall contain the following added additional basic information:

Scale Ticket:

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 DELIVERY

The awarded bidder shall deliver within seven (7) calendar days after the date of the order from user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M.

DELIVERY LOCATION:

Northwest Well Field
5901 NW 136th Ave
Miami, Florida

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. The tanker shall be inspected to ensure they are free 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.

2.7.1 DELIVERY AND REMOVAL OF EQUIPMENT (TANKS)

The awarded bidder shall deliver the equipment required in conjunction with this contract within thirty (30) calendar days after the date that the order is placed by the County's authorized representative. The awarded bidder agrees to retain the equipment at the designated County premise for additional thirty (30) calendar days after the termination of the Contract, at which time the equipment shall be removed from the premises. The awarded bidder shall be allowed to invoice the County for this additional period on a prorated basis.

2.7.2 PACKING SLIP/ DELIVERY TICKET / SCALE TICKET

The awarded bidder 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 shall be made available to the County's authorized representative during delivery. The packing slip / delivery ticket / scale ticket shall include at the minimum: 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.

2.7.3 TESTING 1 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 awarded bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

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

2.7.4 SECURITY OF DELIVERIES

The awarded bidder 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 must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility.

2.7.5 DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from awarded bidder 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 awarded Bidder must be reflected in the unit prices offered by the awarded bidder.

2.8 COMPLIANCE / REGULATIONS

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 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.

2.10 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.

2.11 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.

2.12 PURCHASE OF OTHER ITEMS / SERVICES / EQUIPMENT

While the County has listed the sodium permanganate and storage containment in the forms and compositions currently used by County department 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.

2.13 INSURANCE REQUIREMENTS

DRAFT

SECTION 3 - TECHNICAL SPECIFICATIONS

3.1 SCOPE

This contract is for the purchase and delivery of Sodium Permanganate in a 20% solution in tanker truck loads; and monthly rental of 6,500 gallon ultra-dense polyurethane (UDPE) tanks inclusive of installation and containment area to the County. This chemical is used in the treatment of potable water to lower color, reduction of total organic carbon, and disinfection. The vendor shall provide the necessary training, at no additional cost, on the proper use of equipment and the safe handling of the chemical.

3.2 REQUIREMENTS

Sodium Permanganate shall be provided in a 20% solution with a specific gravity of 1.16. Product may be delivered in tanker trucks of approximately forty to forty-five thousand pounds (40,000-45,000 lbs.). The necessary sodium permanganate dosage needed to effect color and total organic carbon (toc) reduction is 1.5 milligrams per liter (mg/L).

3.3 STORAGE

3.3.1 The vendor shall provide two (2), 6,500-gallon ultra-dense polyurethane (UDPE) tanks with two (2) spill containments of storage for the product. 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.

3-3.2 The 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.

SECTION 4 SUBMITTAL FORM