

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No.
Contract 9568-0/17

☐ Re-Bid ☐ Other LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID1700048 TERM OF CONTRACT 5 YEAR(S) WITH NA YEAR(S) OTR

Requisition /Project Title: Liquid Ferric Sulfate

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/PM Contact Person: Herman Ramsey Phone: (305) 375-2851
Estimate Cost: \$2,386,400 GENERAL FEDERAL OTHER

Funding Source: Proprietary Funds

ANALYSIS

Commodity Codes: 885-60, 885-76, 885-78, 885, 885-82, 885-44, 885-46

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Mosaic Crop Nurtition LLC		
Small Business Enterprise:	None		
Contract Value:	\$11,932,000	\$	\$

Comments:

Continued on another page (s): ☐ YES ☒ NO

RECOMMENDATIONS

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

Basis of recommendation:

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<u>Signed:</u> <i>Herman Ramsey</i>	<u>Date sent to DBD:</u> February 6, 2017
	<u>Date returned to DPM:</u>

Revised April 2005

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 Liquid Ferric Sulfate $\text{Fe}_2 (\text{SO}_4)_3$ in tank 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 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 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 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.

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 any 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.

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.

2.4.4 Bidder shall provide Safety Data Sheets supplied by the manufacturer.

2.4.5 Bidders shall provide three (3) **different** references of current or recent wastewater treatment plant Customer. The reference must include the customer's companying 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. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise. The County at its sole discretion may request additional information in order to assess bidder responsibility.

2.5 PRICES

- 2.5.1** The initial contract price results 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 Section 4 of this solicitation based on changes in the following pricing index: Producer Price Index (PPI), commodity code 06790961 (as updated): Water-treating compound.
- 2.5.2** Price for item 1, pricing shall remain fixed and firm for a period of five (5) years. 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 12 month period. The awarded Bidder's adjustment request may not be in the excess of the identified index for item 1.
- 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 assure 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 products. Additional charges of any kind added to the invoice submitted by the bidder will be disallowed.

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 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 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:

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 DELIVERY

2.7.1 Bidder(s) shall deliver within forty-eight (48) hours 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 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 Location:

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

2.7.2 Delivery shall be made by tank 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 tank shall be inspected to ensure that it is free of contaminants prior to loading the ferric product. The delivery truck must supply the necessary hoses, meters and pumps to accomplish delivery and unloading.

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 Security of Deliveries

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 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 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.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

The purpose of this solicitation is to award a contract for the purchase of Liquid Ferric Sulfate $\text{Fe}_2(\text{SO}_4)_3$ in tank trucks for the County for use in the wastewater treatment process. The awarded bidder(s) shall also provide, 5,000 gallon single or double wall tankers used for storage, containment, injection quill, all pumps, gauges, valves, piping, and all other incidentals necessary to inject this chemical into the piping system.

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 material must be certified in accordance with Section 2, Paragraph 2.4.1 through 2.4.5.

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 H_2SO_4 . Liquid Ferric Sulfate shall contain sufficient acid as H_2SO_4 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

Storage equipment shall be 5,000 gallon single or double wall tankers used for storage, containment, injection quill, all pumps, gauges, valves, piping, and all other incidentals necessary to inject these chemicals into the piping system.

3.3 TRAINING

Bidders shall provide a 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 course should last a minimum of two (2) hours and the maximum of four (4) hours. The materials should be regarding to safe handling and proper application of the ferric sulfate.