

# DEPARTMENTAL INPUT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ 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.: 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.

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

Comments:

Continued on another page (s): ☐ YES ☒ x

### RECOMMENDATIONS

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

Basis of recommendation:

Signed: *Herman Ramsey*

Date sent to DBD: 04/11/17

Date returned to DPM:

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 an annual estimated 15,000,000 gallons of a 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. 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. The 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 five (5) years, and shall expire on the last day of the five (5) year period.

**2.3 METHOD OF AWARD**

Award of this contract 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 Bidders defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

**2.4 MINIMUM QUALIFICATIONS**

Bidder shall be the manufacturer of the offered product and equipment, or be authorized by the manufacturer or the designee, as a direct distributor or reseller to be considered for award. 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 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. Re-sellers: the above product and equipment manufacturer letter from the supplier (authorized distributor). A formal notice on the authorized distributor company letterhead identifying the bidder as authorized resell product and equipment. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

**2.4.1** Bidder shall provide a Safety Data Sheets supplied by the manufacturer.

**2.4.2** Bidder shall provide a notarize certificate confirming the quality and composition of the chemical, supplied by the manufacturer.

### **2.4.3 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 product 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-responsive.

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-responsive.

### **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 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 06130302 (as updated): Chlorine, sodium hydroxide, and other alkalies, starting within most recent 12 month period.

**2.5.2** Prices for items 2 through 5, pricing shall remain fixed and firm for a period of five (5) years to include any option-to-renew period. 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 relevant documented price fluctuation by the manufacturer to the suppliers 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 assume 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 manufacturer documentation.

**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 terminate the contract with the awarded Bidder based on such price adjustments.

**2.5.5** The 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 Bidder is prohibited.

**2.6 METHOD OF PAYMENT**

The awarded bidder(s) 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.

**2.7 COMPLIANCE/REGULATIONS****2.7.1 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).

**2.7.2 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.

**2.7.3 Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors 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.

**2.8 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 2.5.1 of this solicitation, and any supporting documentation as required by the County.

**2.9 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 produce/service is no longer required during the contract period; upon 14 calendar days' written notice to the vendor.

### **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE**

The purpose of this solicitation is to award 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 awarded bidder shall also provide single wall tanks and containments for storage. The chemical is used for disinfection in the water and sewage treatment process. 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. The single wall tanks and containments are used for storage of the chemical.

#### **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 awarded bidder is responsible for the maintenance services and repairs to the storage equipment. The awarded bidder should respond within 24 hours of service and emergency calls.

#### **3.3 DELIVERY REQUIREMENTS**

**3.3.1** The awarded bidder 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 awarded bidder fails 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 awarded bidder 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 must 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 tank 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 tank 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 tank 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 tank truck loads with a weekly delivery of approximately 1,200 gallons +/- for a rental tank with a 2,000 gallon capacity.
- 3.3.8** 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.

**3.3.9 Back Order**

The County shall not allow any late deliveries attributed to product back order situations under this solicitation. Accordingly, the awarded Bidder 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 awarded Bidder 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 awarded Bidder for any re-procurement costs.

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

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

**3.3.11 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 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 hydrogen peroxide 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, seek the items from an alternative source, and charge the awarded Bidder for any re-procurement costs.

**3.3.12 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.

**3.3.13 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 a submitter-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 submitter expense, to the submitter. At the County's own option, the submitter shall either provide a direct replacement for the item, or provide a full credit for the returned item. The submitter shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**3.3.14 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.