

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

☒ New    ☐ OTR    ☐ Sole Source    ☐ Bid Waiver    ☐ Emergency    Previous Contract/Project No. FB-00041-3(4)  
☐ Contract  
☐ Re-Bid    ☐ Other    LIVING WAGE APPLIES: ☐ YES ☒ NO  
Requisition No./Project No.: RQID1700092    TERM OF CONTRACT 0 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Sodium Hypochlorite and Containment Tanks

Description: To purchase of bulk delivery sodium hypochlorite and monthly tanks rental for various Miami-Dade County swimming pools operated by Parks, Recreation and Open Spaces Department

Issuing Department: ISD/PMS    Contact Person: Herman Ramsey    Phone: (305) 375-2851  
Estimate Cost: \$925,000  
Funding Source: General    GENERAL    FEDERAL    OTHER

**ANALYSIS**

<b>Commodity Codes:</b>	<u>885-38</u>	<u>885-40</u>	<u>885</u>	<u>190-36</u>	
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>		
<b>Contractor:</b>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>	\$	\$	\$		
<b>Comments:</b>					

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

**RECOMMENDATIONS**

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

Basis of recommendation:

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Signed: <u>Herman Ramsey</u>	Date sent to SBD: <u>05/24/17</u>
	Date returned to DPM: <u></u>

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and bulk delivery an annual estimated 145,000 gallons of Sodium Hypochlorite (NaClO) in 12% to 13% solution; and monthly rental of Containment tanks for various County's swimming pools locations 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 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 OPTION TO RENEW**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional one (1), two (2) years period. The County may consider an adjustment to prices based on paragraph 2.6.

**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 negotiated with the next responsive and responsible Bidder.

**2.5 QUALIFICATIONS**

**2.5.1** Bidder shall be the manufacturer of the offered product and equipment, or be authorized by the manufacturer or the designee, as a direct distributor 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:

- a) If the bidder is the product and equipment manufacturer it must be indicated on the company letterhead.
- b) If the bidder is an authorized distributor:
  - 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.
- c) If the bidder is an authorized re-reseller:

1. Provide a current letter (within the last 12 months from bid submission) from the manufacturer, authorizing distributor to resell its' products. This letter must be signed and presented on the manufacturers' company letterhead with the contact person name and phone number.

**and**

2. Provide a current letter (within the last 12 months from bid submission) from the authorizing distributor, stating that the bidder is an authorized reseller. This letter must be signed and presented on the distributors' company letterhead with the contact person name and phone number.

**2.5.2** Bidder shall provide American National Standard Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate).

**2.5.3** Bidder or Bidder's subcontractor shall provide proof of qualification to perform structural modification and/or plumbing licensing.

The County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documentations may result in the offer being deemed non-responsive.

## **2.6 PRICES**

**2.6.1** The initial contract prices resultant 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 based on changes in the following pricing index:

- a) Sodium Hypochlorite: Producer Price Index (PPI), commodity code 06130302 (as updated); Chlorine, sodium hydroxide, and other alkalies, starting within most recent 12 month period.
- d) Rental and Installation of Containment tanks: Bureau of Labor Statistics , U.S. Department of Labor, Consumer Price Index (CPI), All urban consumer, U.S. City Average, Other goods and services.

**2.6.2** 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 indexes.

**2.6.3** 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 awarded 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 index.

**2.6.4** 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.

**2.6.5** 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 prohibited.

**2.7 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.

**2.8 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer and ending of question and answers it is advisable that the bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment and for any additional information required regarding the specifications and requirements of this bid contact the appropriate Procurement Contracting Officer through Bidsync at [www.bidsync.com](http://www.bidsync.com) for appointment.

**2.9 DELIVERY**

**2.9.1** The awarded Bidder(s) shall deliver the chemical within two (2) business days after the date of order from the user department. Deliveries will be accepted Monday through Friday between the hours of 9:00 A.M. and 5:00 PM. Delivery shall be made by tanker truck loads. All trucks used to delivery product shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The delivery vehicle must supply all necessary hoses, meters, and pumps to accomplish delivery at all designated locations. The tanker must be cleaned prior to filling and shall be protected against impurities during the filling and delivery process in accordance with Federal specifications. Monthly charges for the tank leasing shall be shown as a separate line item on the awarded Bidder's invoice.

**2.9.2 REMOVAL OF EQUIPMENT**

The awarded Bidder(s) shall deliver the storage tanks within 15 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.

### **2.9.3 PACKING SLIP / DELIVERY TICKET**

The awarded Bidder(s) shall enclose a complete **packing slip** and/or **delivery ticket** with any items to be delivered in conjunction with this solicitation. The **packing slip / delivery ticket** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket** 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.

## **2.10 COMPLIANCE/REGULATION**

### **2.10.1 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).

### **2.10.2 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 the vendor through the Department of Regulatory and Economic Recourses (RER), 701 NW 1<sup>st</sup> Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

### **2.10.3 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All bidders 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 bidder. Barricades shall be provided by the responsible bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

## **2.11 OTHER ITEMS / RENTAL SERVICES**

The County has listed all item within this solicitation which is utilized by County departments in conjunction with their operations; there may be similar chemicals and/or additional like equipment that must be purchased or rented by the County during the term of this contract. Under these circumstances, the County will contact the awarded bidder to obtain a price quote for the similar chemicals and/or additional like equipment. The County may also obtain price quotes from outside sources, if the price received from the awarded Bidder is too high. If there

are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders.

**2.12 INSTALLATION**

The awarded Bidder(s) 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(s) 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.

**2.13 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 OF WORK**

The purpose of this solicitation is to award a contract for the purchase and bulk delivery an annual estimated 145,000 gallons of Sodium Hypochlorite (NaClO) in 12% to 13% solution; and monthly rental of containment tanks for various County's swimming pools locations. The bleach will be feed into public swimming pools for sterilization and sanitation. The containment tanks are used for storage of the chemical when feed into public swimming pools.

**3.2 SODIUM HYPOCHLORITE (BLEACH)**

The awarded Bidder(s) shall provide bulk delivery of bleach to Miami-Dade County public swimming pools as required. The bleach shall conform to the following:

Concentration (Delivered): 12.4% preferred 12.0% to 13.0% acceptable, measured by sodium thiosulfate titration with starch indicator available percent chlorine by volume.

Guaranteed Strength: Bidder(s) shall guarantee chlorine strength to be above 10.5% thirty (30) days from the date of delivery.

Caustic: 0.2% preferred 0.1% minimum and/or 0.3% maximum. Excess caustic below 0.1% causes pool stability and makes it difficult to meet the guaranteed strength specification. Excess caustic above 0.3% creates a high PH problem and drives up the neutralization cost with muriatic acid or CO<sub>2</sub>.

Filtration: Sub-micron filtration using filtering media such as perlite or equivalent media. Cartridge filtration is not acceptable.

Metal: Maximum 1 ppm Iron, using ASTM3050/7380  
Maximum 1 ppm Copper, using ASTM3050/7210  
Maximum 1 ppm Nickel, using ASTM3050/7520  
Heavy metal ions catalyze sodium hypochlorite and speeds it decomposition. This decreases shelf life, increases usage and adds total dissolved solids.

Turbidity: Maximum 1 ppm as measured by scattered light beam detector. Monitek model 251/Tat or equal. Excess turbidity causes operational problem including clogged feeders, increased dissolved solids and accelerated product decomposition.

Appearance and Color: Clear and bright yellow.

**3.3 CONTAINMENT BASIN / TANK**

The awarded Bidder(s) shall provide and install all necessary bulk storage tanks, containment basin(s), labor, supplies and equipment needed to insure that continued

flow of sodium hypochlorite enters the existing feeder system. The tanks may vary from 65 to 1,100 gallons per site. The awarded Bidder(s) is responsible for any structural modifications to existing structures to include plumbing of PVC pipes, made by the awarded Bidder upon receiving approval of the Site Manager. The installation of the new system shall be accomplished with minimal disruption of the site and use of the pool. After installation, the site shall be returned to the same condition as it was prior to installation.

The awarded Bidder or awarded Bidder's subcontractor personnel shall be qualified to perform structural modification and/or plumbing State of Florida or Miami-Dade licensing.

The awarded Bidder(s) shall retain ownership of the tanks throughout the contract term. The awarded Bidder shall maintain tanks in a safe and approved manner. The awarded Bidder shall be liable for any damages which occur due to defect in its property or installation. The County shall be liable for acts of vandalism, or damage by the County personnel.

**3.3.1 DELIVERY LOCATIONS:** (The following is a list of the locations where tanks need to be delivered and installed at)

Zoo Miami 12400 SW 152 <sup>nd</sup> Street Miami, FL	Goulds Pool 21805 SW 114 <sup>th</sup> Ave Miami, FL	Helen Sands Pool 16350 SW 280 <sup>th</sup> Street Miami, FL
Tamiami Pool 11201 SW 24 <sup>th</sup> Street Miami, FL	A.D. Barnes Pool 3401 SW 72 <sup>nd</sup> Ave Miami, FL	Marva Y. Bannerman Pool 4829 NW 24 <sup>th</sup> Ave Miami, FL
Palm Springs North 7901 NW 176 <sup>TH</sup> Street Miami, FL	Arcola Pool 1680 NW 87 <sup>th</sup> Street Miami, FL	Camp Owaissa Bauer Pool 17001 SW 264 <sup>th</sup> Street Homestead, FL
Gwen Cherry Pool 2591 NW 71 <sup>st</sup> Street Miami, FL	Little River Pool 10525 NW 24 <sup>th</sup> Ave Miami, FL	Naranja Pool 14150 SW 264 <sup>th</sup> Street Miami, FL
SGT. Delancy Pool 4375 Boggs Drive Miami, FL	Rockway Pool 9460 SW 27 <sup>th</sup> Drive Miami, FL	Tropical Estates Pool 10201 SW 48 <sup>th</sup> Street Miami, FL
Westwind Lakes 6805 SW 152 <sup>nd</sup> Ave Miami, FL	West Perrine Aquatic Center 10355 SW 172 <sup>nd</sup> St. Miami, FL	Southridge Aquatic Center 11250 SW 192 <sup>nd</sup> St. Miami, FL
Oak Grove Pool 690 NE 159 <sup>th</sup> St. Miami, FL	Arcola Lakes Senior Center 8401 NW 14 <sup>th</sup> Ave Miami, FL	