

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. N/A  
Contract  
 Re-Bid     Other –    LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: RQID2100439    TERM OF CONTRACT 3 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Odor Control Chemicals

Description: Purchasing and delivery of odor control chemicals

Issuing Department: ISD    Contact Person: Marcelo Cam    Phone: 305-375-4258  
 Estimate Cost/Value: \$240,000    GENERAL    FEDERAL    OTHER  
 Funding Source: Proprietary

**ANALYSIS**

<b>Commodity Codes:</b>	<u>88576</u>	<u>NIGP</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.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<u>N/A</u>			
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>				
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

**RECOMMENDATIONS**

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

Basis of Recommendation:

Signed:     Date sent to SBD: May 18, 2022

	Date returned to SPD:	
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Rev. 072518

## SECTION 2

### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of odor control chemicals to various Miami-Dade County locations, on an as-needed basis.

#### **2.2 TERM OF CONTRACT**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the thirty-sixth (36) month.

#### **2.3 METHOD OF AWARD**

Award of this contract will be made to the lowest responsive and responsible Bidder when all items are added in the aggregate.

#### **2.4 BID REQUIREMENTS**

**2.4.1** Bidder(s) shall be the product manufacturer or be authorized by the manufacturer or the designee, as a direct distributor 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) Provide 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 official and be signed and dated within 12 months of bid submission, or
- b) Provide a link to the manufacturer's website, which lists the Bidder's company name as a manufacturer or an authorized direct distributor; or
- c) Provide the County with any other verifiable proof.

**2.4.2** Bidder(s) shall provide Material Safety Data Sheets (MSDS) supplied by the manufacturer.

**2.4.3** Bidder(s) shall provide the product testing and study results that substantiate or support that their product is non-toxic, non-corrosive, and non-irritating as defined by the Federal Hazardous Substance Labeling Act.

Bidders shall submit all of the specified information, documents and attachments listed above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, The County at its sole discretion may allow Bidders to complete, supplement or supply the required documents during the evaluation period.

#### **2.5 PRICES**

The price proposed by the Awarded Bidder shall remain fixed for a period of twelve months after the commencement of the contract. Prior to completion of each twelve-month anniversary, the County may consider an adjustment to price, based on changes in the Producer Price index (PPI), Commodity Data for Chemicals and Allied Products-Disinfectants, Nonagricultural, Industrial and Institutional, Not Seasonally Adjusted, Series ID WPU067201051. It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. Adjustment may be requested within 90 calendar days of the expiration of

the 12-month fixed price period. 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.

The Bidder's price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Awarded Bidder will be disallowed.

## **2.6 SUBSTITUTION OF ITEM DURING TERM OF CONTRACT**

A substitute product may be considered during the contract period if the brands listed in Paragraph 3.1.1 is discontinued by the manufacturer. The Awarded Bidder(s) shall not deliver any substitute item as a replacement to the awarded product without the express written consent of the Internal Services Department, Strategic Procurement Division prior to such delivery. Substitute items must be of equal or better quality and performance than the awarded item at an equal or lower price. The County shall be the sole judge of equal product, and its decision in this regard shall be final.

## **2.7 DELIVERY**

The Awarded Bidder(s) shall make deliveries within fourteen (14) calendar days after the date of the order from County departments. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframe 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 beyond the control of the Awarded Bidder. In these cases, the Awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

### **2.7.1 Packing Slip / Delivery Ticket**

The Awarded Bidder(s) shall enclose a complete **packing slip** or **delivery ticket** with any items to be delivered in conjunction with this solicitation. The **packing slip/delivery ticket** shall be made 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.

### **2.7.2 Back Orders**

If the Awarded Bidder(s) cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the Awarded Bidder's manufacturer or distributor; the Awarded Bidder shall ensure that such backorders are discussed with the County department and agreed upon between both the County and Awarded Bidder. The Awarded Bidder shall not invoice the County for back-ordered items until such back orders are delivered and accepted by the County's authorized representative.

### **2.7.3 Testing / Non-Conformance of Products**

During the term of the contract, samples of the delivered chemical product may be randomly selected and tested for compliance/performance. If it is found that the delivered product does not conform to the specifications, the County will notify the Awarded Bidder of nonconformance within 20 calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the Awarded Bidder fails to deliver the product within the time frame specified, this may result in the Awarded Bidder being deemed in breach of contract.

#### **2.7.4 Delivery Locations**

The following is a list of current County facilities; however, this list is neither exclusive nor complete. The County will confirm the delivery location at the time of the order.

- A. West Transfer Station  
2900 SW 72<sup>nd</sup> Avenue  
Miami, Florida
- B. Northeast Transfer Station  
18701 NE 6<sup>th</sup> Avenue  
Miami, Florida
- C. Central Transfer Station  
1150 NW 20<sup>th</sup> Street  
Miami, Florida
- D. South Dade Landfill  
23707 SW 97<sup>th</sup> Avenue  
Miami, Florida
- E. 58<sup>th</sup> Street Collections Administration Building  
8831 NW 58<sup>th</sup> Street  
Miami, FL 33178
- F. North Dade Landfill  
21500 NW 47<sup>th</sup> Avenue  
Miami, FL 33055
- G. 3B Collections Administration Building  
8000 SW 107<sup>th</sup> Avenue  
Miami, FL 33173

Deliveries will be accepted at the listed locations Monday through Friday, between the hours of 7:00 AM to 5:00 PM.

#### **2.8 COMPLIANCE / REGULATIONS**

##### **2.8.1 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 Resources (RER), 701 NW 1<sup>st</sup> Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

##### **2.8.2 Accident Prevention and Regulations**

Precautions shall be exercised at all times for the protection of persons and property. All Awarded 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 Awarded Bidder. Barricades shall be provided by the Awarded

Bidder when work is performed in areas traversed by persons, or when deemed necessary by the vendor or an authorized representative of the County.

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**SECTION 3**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

This contract is for the purchase and delivery of Odor Control Chemicals to be used with existing odor control atomizing systems. The chemicals are used to neutralize odor caused by Transfer Stations, Landfills, and Garbage operations.

**3.2 CHEMICAL PRODUCTS TO BE PROVIDED**

**3.2.1 Aero 4 Botanical Neutralizer**

This product, which is in liquid form, must provide 100% odor neutralization. The Odor Control product must have Metazene which is an odor-neutralizing compound that directly interacts with malodors. The product must contain the following properties:

- biodegradable
- cannot contain carcinogens
- contain a PH level between 6.5-7.5
- will not separate by sitting in the sun (water and solids stay combined)
- dilution ratio ranges from 500:1 to 1500:1.

**3.2.2 SL-4000 Neutralizer**

This product, which is in liquid form, must provide 100% odor neutralization. The Odor Control product must have Metazene which is an odor-neutralizing compound that directly interacts with malodors. The product must contain the following properties:

- biodegradable
- cannot contain carcinogens
- contain a PH level between 6.5-7.5
- will not separate by sitting in the sun (water and solids stay combined)
- dilution ratio ranges from 500:1 to 1500:1
- If the product contains a fragrance, it must be manufactured according to the International Fragrance Association's (IFRA) Code of Practice.

**SECTION 4**  
**BID SUBMITTAL FORM**

**4.1 BID REQUIREMENTS**

<b>TO BE COMPLETED BY ALL BIDDERS</b>		
Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.		
<b>Paragraph Reference</b>	<b>Bidder Requirements</b>	
<b>2.4.1</b>	<p>Bidder(s) shall be the product manufacturer or be authorized by the manufacturer or the designee, as a direct distributor 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:</p> <ul style="list-style-type: none"> <li>a) Provide 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 official and be signed and dated within 12 months of bid submission, or</li> <li>b) Provide a link to the manufacturer's website, which lists the Bidder's company name as a manufacturer or an authorized direct distributor; or</li> <li>c) Provide the County with any other verifiable proof.</li> </ul>	<input type="checkbox"/>     <input type="checkbox"/>  <input type="checkbox"/>
<b>2.4.2</b>	Bidder(s) shall provide Material Safety Data Sheets (MSDS) supplied by the manufacturer.	<input type="checkbox"/>
<b>2.4.3</b>	Bidder(s) shall provide the product testing and study results that substantiate or support that their product is non-toxic, non-corrosive, and non-irritating as defined by the Federal Hazardous Substance Labeling Act.	<input type="checkbox"/>



4.2 PRICE

Item No.	Estimated Quantities per Year	Unit of Measure	Description	Unit Price per Tote
1	7	Tote (275-gallon)	Aero 4 Botanical Neutralizer, per Section 3 Technical Specifications, Paragraph 3.2.1  <b>NO SUBSTITUTES ALLOWED</b>	\$ _____
2	7	Tote (275-gallon)	SL-4000 Neutralizer, per Section 3 Technical Specifications, Paragraph 3.2.2  <b>NO SUBSTITUTES ALLOWED</b>	\$ _____

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