

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
Contract 7868-0/17

Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQPM1700075 TERM OF CONTRACT 5 YEARS WITH NA YEAR(S) OTR

Requisition /Project Title: Sodium Permanganate and Storage Containment

Description: To establish a replacement 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 tanks to Miami-Dade Water and Sewer Department.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
Estimate Cost: \$3,161,000 GENERAL FEDERAL OTHER

Funding Source: Proprietary Funds

ANALYSIS

<u>Commodity Codes:</u> 885-76, 885-70, 885-78, 885-60, 885-83, 885, 180, 190, and 190-85			
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>2ND YEAR</u>	<u>3RD YEAR</u>
<u>Contractor:</u>			
<u>Small Business Enterprise:</u>			
<u>Contract Value:</u>		\$	\$
<u>Comments:</u>			

Continued on another page (s): YES x

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

<u>Signed:</u> <i>Herman Ramsey</i>	Date sent to SBD: 04/24/2017
	Date returned to DPM:

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 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 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 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 negotiated 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 any of the following:

- A. 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.

2.4.3 BID SUBMITTALS REQUIREMENTS

- Bidder shall provide Safety Data Sheets supplied by the manufacturer.
- Bidder shall provide a Certification of Analysis of the material supplied by the manufacturer.

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 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 changes in the following pricing index: Producer Price Index (PPI), commodity code 06130302 (as updated): chlorine, sodium hydroxide, and other alkalis.

2.5.2 Price for item 2, pricing shall remain fixed and firm for a period of five (5) years.

2.5.3 It is the awarded bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the awarded bidder request for adjustment should be submitted 90 calendar days prior to expiration of the then current twelve month period. The awarded bidder adjustment request should not be in excess of the relevant pricing index change.

2.5.4 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 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.

2.5.5 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.

2.5.6 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 prohibit.

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

The awarded Bidder(s) 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 from of contaminants prior to loading the sodium permanganate. The delivery truck must supply the necessary hoses, meters and pumps to accomplish delivery and unloading.

2.7.1 DELIVERY AND REMOVAL OF EQUIPMENT (TANKS)

The awarded Bidder(s) 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(s) 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(s) shall be allowed to invoice the County for this additional period on a pro-rated basis.

2.7.2 PACKING SLIP / DELIVERY TICKET / SCALE TICKET

The awarded Bidder(s) 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 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.

2.7.3 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 fails to delivered 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(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 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 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(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.

2.10 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

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 and delivery of Sodium Permanganate in a 20% solution in tanker truck loads to the County. This product is used in the treatment of potable water to lower color, reduction of total organic carbon, and disinfection. The awarded bidder(s) 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 effective color and total organic carbon (toc) reduction is 1.5 milligrams per liter (mg/L).

3.3 STORAGE

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

