



**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

This Request to Qualify (RTQ) will establish a List of Prequalified Vendors (List) that will be used to solicit chemical feed and disinfection systems, polymer preparation systems, parts, and accessories for Miami-Dade County (County). Placement on the List is **not** a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals will continue to be accepted throughout the term of the RTQ for placement on the List.

**2.2 DEFINITIONS**

**Invitation to Quote (ITQ)** – Shall refer to the solicitation of quotes from the List of Prequalified Vendors for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

**List of Prequalified Vendors** – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement on the List of Prequalified Vendors, and who may submit quotes/proposals, at the time of need.

**Vendor** – Shall refer to a business entity/individual responding to this RTQ.

**Submittal** - Shall refer to the forms submitted in response to this RTQ.

**Work Order Proposal Request (WOPR)** – Shall refer to the solicitation of offers from the List of Prequalified Vendors for specific goods and/or services; and evaluated and awarded based on best value.

**2.3 TERM**

This List shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Management Division. The List shall expire on the last day of the eight (8) year term.

**2.4 QUALIFICATION CRITERIA**

Vendors shall meet the following criteria to be considered for placement on the List; and for participation in future competitions:

- A. Vendor(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed and to receive future spot market competitions. Vendor shall provide the representative's name, phone number, and email address. The representative provided must be available via phone and/or email to provide support and to receive spot market quotations and orders from the County.
- B. Vendor(s) shall provide current references on company letterhead, signed from customers for whom the vendor has successfully provided chemical feed and disinfection systems, parts and accessories similar to those being requested by the County. The County shall be able to ascertain from the references to its satisfaction that the vendor has sufficient experience in providing the goods that will be purchased through this RTQ.

**SOLICITATION TITLE: CHEMICAL FEED AND DISINFECTION SYSTEMS, PARTS & ACCESSORIES**

C. Vendor(s) shall be an agent, dealer, reseller or distributor of the OEM and shall provide verifiable proof of the ability to furnish chemical feed & disinfection systems, parts and accessories to determine their qualification. This proof may be in one of the following forms:

- Manufacturer Letter – The manufacturer letter(s) shall be on manufacturer's letterhead and shall be dated within six (6) months of the vendors' bid submittal and it shall be signed by an authorized manufacturer's representative.
- Manufacturer Website – The manufacturer's website shall designate the vendor as the agent, dealer, reseller or distributor of the OEM.
- Manufacturer / Vendor Agreement – The vendor shall provide a copy the current agreement between the manufacturer and vendor designating the vendor as the agent, dealer, reseller or distributor.

Vendors shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors who will be included in the List. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary and in its best interest.

**2.5 INSURANCE**

Insurance is not required in order to be prequalified under this RTQ. Insurance requirements may be detailed in the subsequent ITQ's or WOPR's.

**2.6 SPOT MARKET QUOTES**

Vendors on the List will be invited to participate in spot market competitions, as needed. The spot market competitions will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable, such as:

- Small Business Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage

For federally funded programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- Small Business Enterprises (SBE) Measure
- Local Certified Service-Disabled Veteran's Business Enterprise Preference
- First Source Hiring Referral Program
- Prompt Payment Terms
- Office of Inspector General Fee

**2.7 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this RTQ 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 PATENTS AND ROYALTIES**

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by vendor, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the vendor may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**SECTION 3**  
**SCOPE OF WORK**

**3.1 SCOPE OF WORK**

It is the intent of this solicitation to identify and make available to the County, chemical feed & disinfection systems, parts and accessories. The list of prequalified vendors will participate in Spot Market Purchases for the acquisition of various types of chemical feed and disinfection systems, polymer preparation systems, parts, and accessories associated with but not limited to: gas feeders, dry chemical feeders, gas dosing equipment, evaporators, chlorinators (aqueous, anhydrous, ammoniators), feeding equipment for the following chemicals: lime, fluorosilicic acid, carbon dioxide, sodium silicate, sodium silicofluoride, sodium hypochlorite, sodium phosphate, polyphosphate, caustic soda, hydrogen peroxide, potassium permanganate, etc. These chemicals are used to treat, reduce, and eliminate bacteria and other impurity levels in raw water used to produce potable water as well as the treatment of effluent wastewater prior to its disposal.

**3.2 MANUFACTURERS TO BE PROVIDED**

The County currently utilizes the following major manufacturing lines, however, additional lines may be added as needed.

1. Wallace and Tiernan
2. US Filter / Stranco Products Inc.
3. BIF/ Leeds & Northup
4. Milton Roy USA
5. Fuller-Kovako/ Bulk Handling/F.L. Smidth
6. ProMinent Fluid controls LTD
7. IDEX Corp. / Pulsafeeder
8. TOMCO2 Equipment Co.
9. Penn Process Technologies, Inc.
10. Mist Pro
11. NuTech

**3.3 EQUIPMENT DEMONSTRATION**

After receipt of new chemical feed system offers by the County, vendor(s) may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no additional cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

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

**VENDOR:** \_\_\_\_\_

<b><u>QUALIFICATION CRITERIA</u></b>		
Refer to the Qualification Criteria Section to ensure that Submittal and attachments comply with solicitation requirements.		
<b>Reference</b>	<b>Vendor Requirements</b>	<b>Copy Attached</b>
2.4 (A)	<p>Vendor(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed and to receive future spot market competitions. Vendor shall provide the representative's name, phone number, and email address. The representative provided must be available via phone and/or email to provide support and to receive spot market quotations and orders from the County.</p> <p>Representative Name: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	<input type="checkbox"/>
2.4 (B)	<p>Vendor(s) shall provide current references on company letterhead, signed from customers for whom the vendor has successfully provided chemical feed and disinfection systems, parts and accessories similar to those being requested by the County. The County shall be able to ascertain from the references to its satisfaction that the vendor has sufficient experience in providing the goods that will be purchased through this RTQ.</p>	<input type="checkbox"/>
2.4 (C)	<p>Vendor(s) shall be an agent, dealer, reseller or distributor of the OEM and shall provide verifiable proof of the ability to furnish chemical feed &amp; disinfection systems, parts and accessories to determine their qualification. This proof may be in one of the following forms:</p> <ul style="list-style-type: none"> <li>• Manufacturer Letter – The manufacturer letter(s) shall be on manufacturer's letterhead and shall be dated within six (6) months of the vendors' bid submittal and it shall be signed by an authorized manufacturer's representative.</li> <li>• Manufacturer Website – The manufacturer's website shall designate the vendor as the agent, dealer, reseller or distributor of the OEM.</li> <li>• Manufacturer / Vendor Agreement – The vendor shall provide a copy the current agreement between the manufacturer and vendor designating the vendor as the agent, dealer, reseller or distributor.</li> </ul>	<input type="checkbox"/>