

Thursday, July 25, 2019

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
IFB #Y19-1135-PD, SUPPLEMENTAL CARBON FOR EASTERN REGIONAL WATER
RECLAMATION FACILITY
TERM CONTRACT**

ADDENDUM NO. 1

- A. The referenced IFB bid opening shall be open August 8, 2019 at 2:00pm local time.**
- B. Changes to Scope of Work: SPECIFICATIONS/SCOPE WORK has been deleted in its entirety and replaced with SPECIFICATIONS/SCOPE OF WORK (REVISED PER ADDENDUM 1).**
- C. Changes to Qualification of Bidders: QUALIFICATION OF BIDDERS has been deleted in its entirety and replaced with QUALIFICATION OF BIDDERS (REVISED PER ADDENDUM 1).**
- D. Changes to REFERENCE DOCUMENTATION FORM. The reference documentation form has been deleted in its entirety and replaced with REFERENCE DOCUMENTATION FORM (REVISED PER ADDENDUM 1).**
- E: Questions and Answers.**

All other specifications, terms and conditions remain the same.

ACKNOWLEDGEMENT OF ADDENDA

The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

Receipt acknowledged by:

Authorized Signer/Title

Date Signed

SPECIFICATIONS / SCOPE OF WORK (REVISED PER ADDENDUM 1)

EWRf supplemental carbon specification

PART 1 BACKGROUND

- A. **General:** Orange County Utilities (OCU) uses Supplemental Carbon addition to aid in biological denitrification at the Eastern Water Reclamation Facility (EWRf).
- B. Definitions:
1. "COUNTY" means Orange County Florida.
 2. "Supplemental Carbon" or "Product" is defined as the chemical solution meeting the requirements of Table 1: Supplemental Carbon Specifications
 3. "Contract" means the service contract to be entered into by the COUNTY and CONTRACTOR
 4. "CONTRACTOR" means the supplier of Supplemental Carbon
 5. "EWRf" or "Facility" means Orange County's Eastern Water Reclamation Facility
 6. "MONG" means Materials Organic Not Glycerin
 7. "Toxicity" means the quality, relative degree, or specific degree of being toxic or poisonous.
 8. "cPS" means the unit of measurement of viscosity
 9. "mg/L" means milligrams per liter
- C. **Purpose:** Contractor shall provide Supplemental Carbon to the COUNTY on an as-needed basis. The COUNTY requires the Supplemental Carbon provided by the Contractor to consistently meet all quality standards established by the COUNTY.
- D. **Facilities:** The COUNTY owns and operates the Eastern Water Reclamation Facility (EWRf) that currently uses Supplemental Carbon. The facility has recently been expanded to a 24 MGD AADF facility.
- E. **Requirement:** The CONTRACTOR's Product must be delivered by tanker truck and pumped by the CONTRACTOR into to the COUNTY's existing receiving facilities. The existing supplemental carbon storage facilities consist of two (2) 6,000 gallon polyethylene storage tanks (12,000 gallons total storage capacity). The design daily consumption of Supplemental Carbon for the facility is approximately 725 gallons per day, or approximately 264,625 gallons per year. This information is provided for informational purposes only. The CONTRACTOR will be required to

provide all Supplemental Carbon needed by the COUNTY for wastewater treatment purposes.

1.01 SCOPE OF WORK

- A. **Consistency of Supply:** The CONTRACTOR shall provide a consistent and uninterrupted supply of Product. The Contract will require the CONTRACTOR to provide the COUNTY advanced notice whenever the CONTRACTOR will be unable to meet its delivery obligations, and in such case the County reserves the right to obtain the Product from another supplier. Should the CONTRACTOR, in the opinion of the COUNTY, fail to consistently provide adequate supply of Product the COUNTY may terminate the agreement

- B. **Quality Standards:** The product supplied will meet or exceed the requirements listed in **Table 1: Supplemental Carbon Specifications**. The CONTRACTOR shall have practices and procedures in place to ensure cross contamination of the product does not occur from the point of manufacture to the point of delivery. The COUNTY and their representatives shall have the right to inspect the manufacturing facility.

- C. **Product Testing:** Product shall be tested through reliable and valid means with documentation, consistent with the industry's best practices.
 - 1. **Certification:** The CONTRACTOR shall provide a Certificate of Analysis upon each delivery. The County and the Contractor shall mutually agree upon upon a NELAC certified lab to, at random verify that the delivered product meets the requirements of Table 1: Supplemental Carbon Specifications as shown herein. Certificate of analysis shall be performed by a NELAC certified laboratory at random to verify the Contractor's supplier COA data on up to twelve (12) deliveries per year. Certification shall be provided at delivery as described in Section 1.01 E. herein. The Contractor shall be responsible for NELAC laboratory fees.

 - 2. **The County shall reserve the right to reject Product, prior to acceptance of delivery for issues such as:**
 - a. Visual presence of insoluble solids

 - b. Visible MONG layer

 - c. pH and specific gravity not meeting specified ranges

 - 3. **COUNTY Rights Following Delivery**
 - a. Should the COUNTY determine that the delivered product does not meet the specified requirements following delivery the COUNTY retains certain rights.

- b. The County (and its authorized agents) shall have the right to inspect the NELAC certified laboratory(s) listed on delivery certifications at any time during the duration of the Contract.
- c. The County, or the County's authorized third party agent, shall have the right to independently test the product for conformance with the requirements listed herein.

D. Delivery:

1. The CONTRACTOR shall deliver the Product, FOB Destination, to the address below:
 - a. Eastern Regional Water Reclamation Facility
1621 S. Alafaya Trail
Orlando FL, 32828.
2. The CONTRACTOR will deliver the Product between the hours of 7:00 am and 2:00 pm, unless alternate times are approved in writing prior to delivery. Full tanker loads shall be delivered within five days, including weekends and holidays, of order placement. COUNTY facility operations staff will be notified 24 hours before delivery.
3. The EWRf storage facilities are equipped with quick connect fill couplings. The CONTRACTOR shall be responsible to provide all pumping equipment, hose, valves, and fittings necessary to transfer the Product from the delivery tanker into the COUNTY storage tanks.
4. The COUNTY shall review the product certification upon each delivery. Product certification shall meet the requirements of **Table 1: Supplemental Carbon Specifications**. The COUNTY shall have the right to reject product which does not meet the specified requirements. The COUNTY shall have the right to reject product which is not accompanied by a written certification.
5. The CONTRACTOR shall be responsible to accurately meter product as it is being delivered such that an accurate delivery volume (in gallons) of Product may be documented. The Contractor's use of a certified scale or certified metered ticker originated at the CONTRACTOR's manufacturing site may be accepted as long as the calibration records are available upon request. Following delivery and prior to leaving the EWRf site the CONTRACTOR shall provide, in writing, the volume of delivered product to EWRf staff. CONTRACTOR shall be required to provide calibration certification for all instruments used to determine the volume of delivered product.

E. Payment

1. Payment shall be made at the contract unit price on a per gallon basis (\$/gal).
2. Prorated payment based on COD value: Should it be determined that the delivered product COD value is lower than that specified in **Table 1:**

Supplemental Carbon Specifications the contract price per gallon shall be prorated based on the delivered COD value per the formula below:

$$[\text{Delivered Product COD Value (mg/L)} \div \text{Specified COD Value (mg/L)}] \times \text{Contract Unit Price (\$/gal.)} = \text{Unit Price (\$/gal.) entitled at delivery}$$

For example, if the delivered product COD value is determined to have a COD value of 950,000 mg/L and the specified COD value is 1,000,000 mg/L the CONTRACTOR shall be entitled to 95% of the Contract unit price (\$/gal.) for that delivery.

Table 1: Supplemental Carbon Specifications

Sl. No.	Parameter	Acceptable Range
1.	Specific Gravity @20°C	1.15-1.30
2.	pH	4.0-11.0
3.	Purity % Glycerin (remainder as water or minor constituents)	70-75%
4.	Viscosity cPS @20°C @5°C	<200 <800
5.	Appearance	Transparent Liquid
6.	Solubility in water	≥ 99%
7.	Freezing point	Below Zero Fahrenheit
8.	Flash point	No flash below 93 °C
9.	Required Chemical Oxygen Demand (COD) value	≥ 1,000,000 mg/L
10.	Toxicity	None
11.	Methanol content	< 1.0% w/w
12.	Fatty Acid content	< 1.0%
13.	MONG layer	No MONG layer should be visible at the time of unloading
14.	Insoluble/Nuisance solids	Product will not contain solids larger than 50 micron

QUALIFICATION OF BIDDERS (REVISED PER ADDENDUM 1)

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. Bidder shall provide a minimum of three (3) references. References shall be for a **comparable amount and quality** of goods and work **substantially similar in scope** and magnitude satisfactorily completed. On the reference form, bidders must provide a minimum of 3 references with similar storage and usage volumes. Acceptable reference documentation to demonstrate similar in scope and comparable amount is as follows: The reference shall demonstrate the bidder has the capability of providing for (1) one 6 gallon polyethylene storage tank at minimum. Acceptable references shall be designed for a daily consumption of supplemental carbon for approximately 350 gallons per day at minimum.

(Required)

The Bidder shall have a minimum of twelve months experience of meeting or exceeding the requirements listed in Table 1: Supplemental Carbon Specifications. The bidder shall submit COAs within a 12 month period from a minimum of (1) one of the three (3) references with his/her bid submittal. The COA documentation dated prior to 2015 shall not be accepted for this bid.

(Required)

[] 2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.

(Required)

[] 3. Bid Response Form
(Required)

- [] 4. Acknowledgement of Addenda
(Required if Applicable)

- [] 5. Authorized Signatories/Negotiators
(Required)

- [] 6. Drug-Free Workplace
(Required)

- [] 7. Schedule of Sub-contracting
(Required if Applicable)

- [] 8. Conflict/Non-Conflict of Interest Form
(Required)

- [] 9. E-Verification Certification
(Required)

- [] 10. Current W9
(Required)

- [] 11. Relationship Disclosure Form
(Required to be Submitted and Notarized)

- [] 12. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

- [] 13. Agent Authorization Form
(Submit if Applicable)

- [] 14. Leased Employee Affidavit
(Submit if Applicable)

- [] 15. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

- [] 16. Contract Y19-1135-PD, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

REFERENCE DOCUMENTATION FORM (REVISED PER ADDENDUM 1)

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below.

1. Company Name:

Owner's Name:

Description of goods or services provided:

Contract Amount:

Start and End Date of Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

2. Company Name:

Owner's Name:

Description of goods or services provided:

Contract Amount:

Start and End Date of
Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

3. Company Name:

Owner's Name:

Description of goods or services provided:

Contract Amount:

Start and End Date of
Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

E: Questions and Answers:

1. Question 1: Per Section 2.02 Scope of Work, C. Product Testing, 1. Certification (Page 31): We ask that the requirement for all Certificate of Analyses (COA) to be performed by a NELAC certified lab be amended to include only random COA verifications. Utilizing a NELAC certified laboratory for COA generation adds significant cost and adds delays in the QA/QC process. The incumbent supplier is not NELAC certified yet has been preparing COA's for Eastern WRF for the past two years and delivering on-spec product without issue during this period. We ask the County to allow qualified vendors with at least 5 years of experience performing the analytical tests for the parameters listed in Table 1, to generate the COAs required for each delivery and in addition, the County and vendor will use a mutually agreed upon NELAC certified lab to, at random, verify supplier COA data on up to 12 deliveries per year. The vendor will be responsible for the NELAC laboratory fees. This compromise reduces cost and COA turnaround and provides the County with a mechanism to verify the vendor is meeting specification by using a 3rd party NELAC laboratory.

Answer 1: The County agrees with the request. See revised scope of work 1.01 SCOPE OF WORK, Section C (1).

2. Question 2: Per Section 2.02 Scope of Work, B. Quality Standards (Page 31): We ask that the County require bidders to submit historical Quality Data to show they can and have consistently met the exact specifications in Table 1: Supplemental Carbon Specifications.

We suggest the County ask for bidders to submit the previous 12 months of COAs from the 5 references they provide. The City of Culpeper, VA asked this in a recent and similar competitive bid. I have included the language below:

"In order to demonstrate historical adherence to the above specifications, supplier shall submit as part of their bid response, COA's for product delivered for each of the 3 [5 in Orange County's case] current municipal users provided as References above. The COA's shall be for the one year prior to the Bid date."

Answer 2: The County has revised the Qualification of Bidders to receive documentation of historical data in order to verify the bidder's experience. See the revised Qualification of Bidders above.

3. Question 3: Per Section 2.02 Scope of Work, E. Payment, 2. Prorated payment based on COD value (Page 32): We ask that the County remove the prorated payment provision from the bid specification and not allow any product that does not meet ALL requirements listed in Table 1: Supplemental Carbon Specifications.

The Supplemental Carbon Requirements (Table 1) were designed to provide the County with a consistent carbon source for denitrification and to protect the facility from product which may harm the biological process or the personnel. The facility automates supplemental carbon feed based on the COD concentration, which is directly proportional to the % glycerin in the product. If the percent glycerin and therefore the COD value is not consistent, the automated dosing will not be accurate, and the plant may be out of compliance. Since glycerin content and COD are mathematically proportional, if the percent glycerin is within specification, then the minimum COD requirement of

1,000,000 mg/L will also be met. There is no reason for the County to be burdened with the inconvenience of prorating COD values. These requirements were developed for a reason and we do not believe that the County should accept any product that does not meet ALL of the requirements in Table 1.

Answer 3: The County only accept products that meet all the criteria listed in table 1 specified herein.

4. Question 4: Per Section 2.02 Scope of Work, E. Payment, 2. Prorated payment based on COD value (Page 32): If County does not wish to accept the suggestions in Question 3 above and will allow product deliveries that are below certain specifications, we suggest you at least impose a limit on the number of out of spec COD or % glycerin shipments accepted by Eastern WRF to no more than 3 loads within any 6 month period.

The prorated payment option for product not meeting the COD requirement could expose the County to a supplier who consistently supplies product below specifications. These specifications are not accidental, and any qualified and responsible bidder should be able to FULLY comply 100% of the time. We recommend the County adds language restricting the acceptance of out of spec COD or % glycerin (since % glycerin is the active ingredient you are paying for) to no more than 3 events within any 6-month period. The City of Daytona Beach has a similar provision in their current contract. I've provided the language below:

“If the product fails to meet the [minimum] COD [or % Glycerin] Value, the City will have the right but not the obligation to accept it. However, if CONTRACTOR delivers or attempts to deliver Product that fails to meet the [minimum] COD [or % Glycerin] Value on 3 or more occasions in a row or any 3 occasions in any 6 month period, the failure of the Product to meet the [minimum] COD [or % Glycerin] Value on these occasions will be a material breach and grounds for immediate termination for cause as referenced in Section 10(a)(3) of the Contract, regardless of whether the City accepted the Product on such occasions.”

Answer 4: The County only accept products that meet all the criteria listed in table 1 specified herein.

5. Question 5: Per Section 2.02 Scope of Work, B. Quality Standards (Page 31): We ask the County explicitly prohibit bidding crude glycerin and require bidders to have intermediate manufacturing facilities where they ship the crude glycerin, refine it, test it, and store it in finished product tanks.

It is our understanding that the County wants a product manufactured to meet the specifications listed, not a crude product that is simply brokered from a raw material manufacturer to Eastern WRF. All glycerin used in wastewater treatment originates from biodiesel facilities. Responsible vendors acquire crude glycerin from these biodiesel facilities and refine the product at their own manufacturing facilities. Other vendors will simply act as brokers and ship crude glycerin directly from these biodiesel producers to the end user, or sometimes transload the product; but either way they never take ownership of the raw material, refine it, or properly test it before the shipment arrives at the end user. The City of Winter Haven recently solicited bids for a glycerin based

supplemental carbon source and included language to protect themselves from crude glycerin. I have provided it below:

“Crude glycerin will not be approved under any circumstances for use as a supplemental carbon source due to the potential impact crude glycerin could have on existing tanks, pumps, piping and on the treatment process. Glycerin shall be considered crude if it is a byproduct of biodiesel production and it has any of the following attributes:

- *It is not normally refined/processed to consistently meet the specification stated in the Table above.*
- *It has not been directly marketed as a supplemental carbon source for more than a year.*
- *It does not have more than 1-year history being utilized as a supplemental carbon source in at least 5 plants with more than 1 MGD flow.*
- *It is shipped directly from a biofuels producer without an intermediate facility intended for refining and QA/QC assurance.”*

Answer 5: The Contractor is responsible for ensuring the product meets or exceeds the requirements listed in Table 1: Supplemental Carbon Specification.

6. Question 6: Per Section 2.02 Scope of Work, A. Consistency of Supply (Page 31): In order to assure consistent, uninterrupted supply of the Product, we ask that the County require bidders to submit an Emergency Supply or Hurricane Readiness Plan.

We would suggest that the County require bidders to submit an emergency protocol plan that includes a list of at least two back up manufacturing facilities, in addition to the main facility, they could utilize in the event that their main manufacturing facility is damaged or otherwise unusable. This is a common requirement in chemical bids some example language from the City of Winter Haven is provided below:

“Severe weather events such as a hurricane could damage the primary chemical supply facility and/or damage transportation channels necessary to provide supplemental carbon. Prospective suppliers shall provide an alternative supply plan that describes the protocol that will be utilized to assure uninterrupted product supply in the event that the primary facility is unable to provide supplemental carbon as required by this specification. Protocol shall include at minimum three emergency contacts that plant staff can utilize to ensure uninterrupted product supply and service.”

Answer 6: At this time, the County will not require the Bidder to submit an Emergency Supply or a Hurricane Readiness Plan.

7. Answer 7: Per Bid Package Requirements, Reference Documentation Form (Page 36): Can you confirm that on the reference form bidders need to supply 5 reference facilities, all of which have at least 12,000 gallons of storage, and one of which needs to be a public municipality in FL with a similar usage to Eastern WRF? That is what is listed on page 36 but the actual Reference Form has slightly different language. Should be bidder’s also list the facility’s storage volume on the Reference Form to assure the reference’s storage capacity is at least equal to Eastern WRF?

Answer 7: On the reference form, bidders must provide a minimum of 3 references with similar storage and usage volumes. Acceptable reference documentation is as

follows: The reference shall demonstrate the bidder has the capability of providing for (1) one 6 gallon polyethylene storage tank at minimum. Acceptable references shall be designed for a daily consumption of supplemental carbon for approximately 350 gallons per day at minimum. See revised Reference Documentation Form herein.

8. Per Section 2.02 Scope of Work, D. Delivery, 5 (Page 32): Section currently states “The contractor shall be responsible to accurately meter product as it is being delivered such that an accurate delivery volume (in gallons) of Product may be documented.” - Can you confirm if the use of a certified scale or certified metered ticker originated at the CONTRACTOR’s manufacturing site will satisfy this requirement?

Answer 8. Yes. The Contractor’s use of a certified scale or certified metered ticker originated at the CONTRACTOR’s manufacturing site may be accepted as long as the calibration records are available upon request by the County. See SCOPE OF WORK REVISED PER ADDENDUM 1 herein.