DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. IQ7928-4/17-4					
Re-Bid Other LIVING WAGE APPLIES: YES X NO Requisition No./Project No.:FB-00739 RQID1800016 TERM OF CONTRACT 5 YEAR(S) WITH NAYEAR(S) OTR					
Requisition / Project Title: Liquid Carbon Dioxide and Storage Tanks					
Description: This solicitation is to establish a contract to purchase and deliver liquid carbon dioxide in tanker truck loads to various County swimming pools on an as needed basis.					
Issuing Department: ISD/PMS Estimate Cost: \$225,000Contact Person: Herman Ramsey GENERAL Funding Source:Phone: (305) 375-2851 OTHERFunding Source:General funds					
Commodity Codes: 190-36, 830-54, 885, 885-08, 885-78 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>	2 ND YEAR	3 RD YEAR		
Contractor:					
Small Business Enterprise:					
Contract Value:	\$	\$	\$		
Comments:					
Continued on another page (s): \square YES \times					
RECOMMENDATIONS					
SBE	Set-aside Sub-contra	actor goal Bid preference	Selection factor		
Basis of recommendation:					
Dasis of recommendation:					
Signed: Herman Ramsey		Date sent to DBD: 03/08/2018			
	Date returned to ISD/PMS:				

Revised April 2005

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 Liquid Carbon Dioxide (CO2); and monthly rental of storage tanks in conjunction with the County's needs on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence upon the approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by Internal Services Department, Procurement Management Services Division. The contract shall expire on the last day of the sixtieth (60th) month.

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 negotiate with the next responsive and responsible Bidder.

2.4 **QUALIFICATIONS CRITERIA**

- 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) If the bidder is the product and equipment manufacturer it must be indicated on the company's letterhead.
 - b) If the bidder is an authorized distributor:
 - 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, equivalent certifications are prohibited.
- **2.4.3** A Certification provided by the manufacturer indicating that the material meets the requirements of American Water Works Associations (AWWA) Standard B510-95 and FAC 62-555.
- **2.4.4** Bidder shall provide Safety Data Sheets supplied by the manufacturer.

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-responsible.

2.5 PRICES

- 2.5.1 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 based on changes in the following pricing indexes:
 - a. <u>Liquid Carbon Dioxide: Producer Price Index (PPI), commodity code 0679030</u> (as updated): carbon dioxide, starting within most recent 12 month period.
 - b. Rental of Storage tanks and Installation: Rental and Installation: Bureau of Labor Statistics, U.S. Department of Labor, Consumer Price Index (CPI), All urban consumer, U.S. City Average, Other goods and services.
- 2.5.2 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.
- 2.5.3 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.
- 2.5.4 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.
- 2.5.5 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.

2.6 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.

2.7 DELIVERY

- 2.7.1 Awarded Bidder shall deliver the liquid carbon dioxide within two (2) calendar 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 trucks. 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.
- **2.7.2 DELIVERY LOCATIONS:** (The following facilities currently have one (1) tanks on site that will be used for storage)

Arcola Pool 1680 NW 87 th Street Miami, Florida One (1) Tank	Little River Po 10525 NW 24 th Miami, Florid One (1) Tan	Ave 4829 NW 24 th Ave Ia Miami, Florida	,
10201 SV Miam	Estates Pool V 48 th Street i, Florida ank	Palm Springs North 7901 NW 176 th Street Miami, Florida 1 Tank	
,	Helen Sands Pool 350 SW 280 th Stre Miami, Florida 2 Tanks	,	T. Joseph Delancey Pool 14375 Boggs Drive Miami, Florida 2 Tanks
Tamiami Pool 11201 SW 24 th Street Miami, Florida 2 Tanks 2.7.3 REMOVAL	AD Barnes Poo 3401 SW 72 nd Av Miami, Florida 2 Tanks	ve 21840 SW 114 th Ave 1	West Perrine Pool 10355 SW 172 nd Street Miami, Florida 2 Tanks

Awarded Bidder 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 30 calendar days after the termination of the Contract, at which time the equipment shall be removed from the premise. The awarded bidder shall be allowed to invoice the County department for this additional period on a pro-rated basis.

2.7.4 PACKING SLIP / DELIVERY TICKET

Awarded Bidder shall enclose a complete **packing slip** and/or **delivery ticket** with any items to be delivered in conjunction with this invitation to quote. 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.

2.7.5 FACILITIES MAY BE ADDED / DELETED

This solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. The additional site(s) shall be added to this contract by formal modification. The County reserves the right to delete service for any facility(ies) when such services are no longer required during the contract period.

2.8 COMPLIANCE/REGULATION

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 following:

Department of Regulatory and Economic Recourses (RER)

701 NW 1st Court, Suite 400 Miami, Florida 33136 Telephone (305) 372-6789

2.9 OTHER ITEMS / RENTALSERVICES

The County has listed all items within this invitation to quote which are 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 primary bidder to obtain a price quote for the similar chemicals and/or additional like equipment. The County may also obtain price quotes from the secondary bidder, if the price received from the primary is too high, if applicable. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders.

The County reserves the right to award these similar chemicals and/or additional like equipment to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the chemicals and/or additional like equipment through a separate solicitation.

2.10 INSTALLATION

The awarded Bidder 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 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.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract is for the purchase and delivery of an annual estimated 20,000 lbs. of liquid carbon dioxide (CO2); and monthly rental storage tanks to various Miami-Dade County swimming pool facilities. The liquid carbon dioxide will be feed into public swimming pools for pH control applications. The tanks are used for storage of the liquid carbon dioxide. The vendor is responsible for the upkeep of storage tanks and all CO2 lines and valves in and from tanks to the feeder pumps. The vendor shall respond within 24 hours of equipment service calls.

3.2 STORAGE TANKS / LIQUID CARBON DIOXIDE (CO2)

3.2.1 The chemical requirements:

The vendor shall provide carbon dioxide suitable for use in the treatment of potable water. The product supplied shall have a carbon dioxide content of at least 99.5 percent by weight and shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water, or otherwise render the water unfit for public use. It shall not impart contaminants that would cause the established drinking water standards to be exceeded.

The carbon dioxide supplied by the vendor shall meet the following:

- A. Water content, of the liquid carbon dioxide shall not exceed 120 ppm at the time of delivery
- B. Nonvolatile residues of the carbon dioxide shall not exceed 10 ppm at time of delivery.
- C. Total sulfides shall not exceed 0.5ppm as hydrogen sulfide

3.2.2 The storage tank requirements:

A. CAPACITY: 400 lbs.

B. DESIGN CRITERIA: Meets American Society of Mechanical

Engineers (ASME) Boiler and Pressure Vessel

Design Section VIII, Division I

C. MATERIAL: Stainless steel inner and outer vessel

D. SIZE AND DIMENSION: To be determined by location depending on

space constraints and tank capacity.

E. LIQUID LEVEL GAUGE: Float Type

F. EVAPORATION RATE: 2.5 lbs. /day

G. PEAK FLOW RATE: 10 lbs. /hr.

H. CO2 DELIVERY RATE/

CONTINUOUS: 5.5 lbs. /hr.

I. ASME, RELIEF VALVE SETTING:

300 psig

J. VENT CONNECTION:

½ inch OD Tube

