

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

X New Contract     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. 8082-0/19

Re-Bid     Other    LIVING WAGE APPLIES:  YES X NO

Requisition No./Project No.: FB-00865/RQID1800084    TERM OF CONTRACT 5 YEAR(S) WITH NAYEAR(S) OTR

Requisition /Project Title: Liquid Carbon Dioxide

Description: This solicitation is to establish a contract to purchase and deliver liquid carbon dioxide in tanker truck loads to Miami Dade County Water and Sewer Department on an as needed basis.

Issuing Department: ISD/PMS    Contact Person: Herman Ramsey    Phone: (305) 375-2851  
 Estimate Cost: \$6,440,000    GENERAL    FEDERAL    OTHER  
Funding Source:    Proprietary

**ANALYSIS**

<b>Commodity Codes:</b> 190-36, 906-16, 180, 885, 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.			
	<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>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$
Comments:			

Continued on another page (s):     YES    x

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:  
 \_\_\_\_\_

Signed: <i>Herman Ramsey</i>	Date sent to DBD: 05/08/2018
	Date returned to ISD/PMS: _____

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase and deliver liquid carbon dioxide in tanker truck loads to the County, 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 Blanket Purchase Order issued by the Internal Services Department, Procurement Management Services Division. The contract shall expire on the last day of the sixtieth (60<sup>th</sup>) month.

**2.3 METHOD OF AWARD**

Award will be made to the single lowest priced responsive and responsible bidder for the item listed in this solicitation. 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 manufacturer of the offered product, 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 the following:

1. A formal notice on manufacturer's 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** Bidders shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals, equivalent certifications are prohibited.

**2.4.3** Bidders shall provide a Certification by the manufacturer of the Carbon Dioxide that the material meets the requirements of American Water Works Association (AWWA) Standard B510-95 and FAC 62-555.

**2.4.4** Bidder shall provide Safety Data Sheets supplied by the manufacturer.

**2.4.5** Bidders shall provide a Certification of Analysis supplied by the manufacturer of the material.

**2.4.6** Bidders shall provide three (3) ***different*** references of current or previous water treatment plant Customers. The references must include the customer's company name, and the name, title, address, e-mail address, and telephone number of the contact person who can verify that the bidder has successfully provided the products that the bidder is offering under this solicitation. References

must be listed in Section 4: References form. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise.

- 2.4.7** The liquid carbon dioxide must be clearly identified on the offer submittal page as to the product manufacturer, shipping point, and carbon dioxide content percentage as requested, in order to be eligible for award. Use of terms such as, "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in your offer being deemed non-responsible.

The County at its sole discretion may request additional information in order to assess bidders' responsibility. Failure to supply these documentations may result in the offer being deemed non-responsive.

## **2.5 PRICES**

- 2.5.1** Initial contract prices resultant from this solicitation shall prevail for no less than a twelve (12) month period from the contract's initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code (as updated): Produce Price Index, commodity code 0679030, carbon dioxide, starting within most recent 12 month period.

- 2.5.2** It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder request for adjustment should be submitted 90 calendar days prior to expiration of the then current 12 month period. The bidder adjustment request should not be in excess of the relevant pricing index change.

- 2.5.3** Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional 12 month period based on the downward movement of the applicable index.

- 2.5.4** It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidders based on such price adjustments.

- 2.5.5** The bidders' 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 bidder is prohibited.

## **2.6 DELIVERIES**

- 2.6.1** Bidder(s) shall deliver within 48 hours (defined as two business days) after receipt of an order from the user department. In event that an emergency arises, bidder(s) shall be able to deliver the material within 24 hours (defined as one business day) from receipt of an order. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 7:00 AM to 5:00 PM.

**Delivery Location:**

John E. Preston Water Treatment Plant  
 1100 West 2<sup>nd</sup> Ave                      One (1) 100 ton tanker  
 Hialeah, Florida 33010                      One (1) 120 ton tanker

\*Please note that the tanker sizes listed for this plant are for informational purposes only. Orders will be placed as needed with no guaranteed quantities.

Hialeah Water Treatment Plant  
 700 West 2<sup>nd</sup> Ave                      Two (2) tanks 50 tons each tanker  
 Hialeah, Florida 33010

Alexander Orr Water Treatment Plant  
 6800 SW 87<sup>th</sup> Ave                      One (1) 50 ton tanker  
 Miami, Florida 33173

\*Please note that usage at the above two plant locations is affected by the production of the lime kilns at each plant.

**2.6.2** 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 delivery vehicle must supply all necessary hoses, meters, and pump to accomplish delivery at all designated locations. The tanker truck shall have been clean prior to filling and shall be protected against the introduction of impurities during the filling and delivery process in accordance with Federal Specifications. Each delivery shall be accompanied by a prior to the product being pumped into the tanks.

### **2.6.3 PACKING SLIP / DELIVERY TICKET / CERTIFICATE OF ANALYSIS**

Bidder(s) shall enclose a complete **packing slip / delivery ticket / Certificate of Analysis** with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket / Certificate of Analysis** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket / Certificate of Analysis** 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.

### **2.6.4 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 bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to deliver the product within the time frame specified, this may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

## 2.6.5 SECURITY OF DELIVERIES

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(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The departments emergency contact information will be provided upon award.

## 2.7 COMPLIANCE/REGULATIONS

### 2.7.1 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.

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

### 2.7.3 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All 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 responsible bidder. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

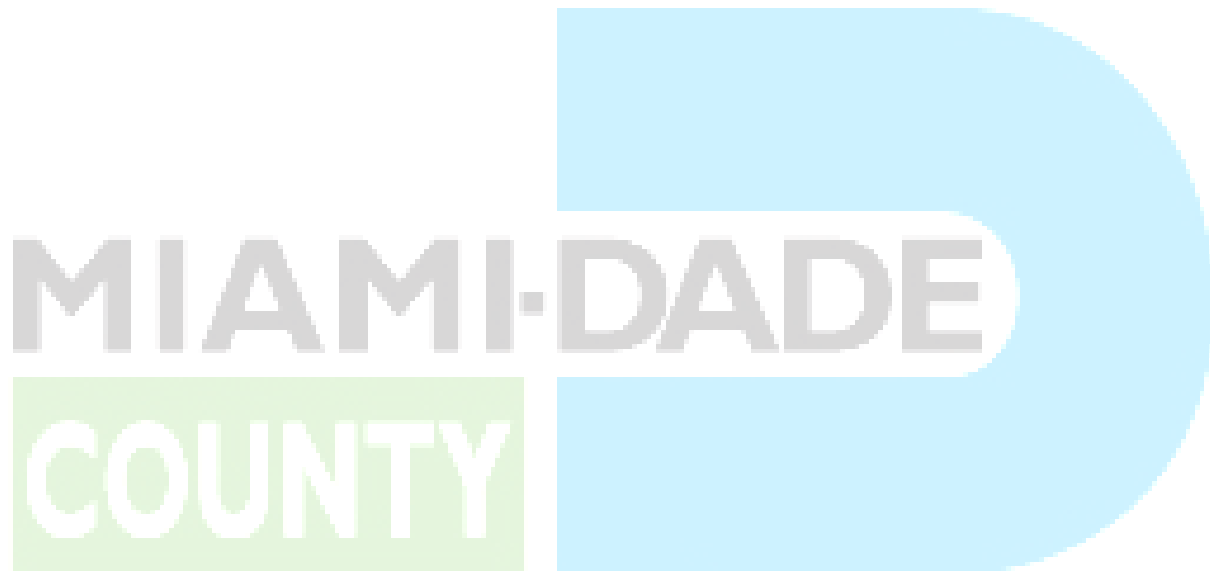
## 2.8 PURCHASE OF OTHER ITEMS

While the County has listed the liquid carbon dioxide in the forms and composition currently used by the County departments' in conjunction with the operation of the plants process, there may be similar purchases by the County during the term of this solicitation. Any additional forms and compositions required may be purchased as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for 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 Section 2.4 through 2.4.5 of this solicitation or any supporting documentation as required by the County.

**2.9 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 in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.



### **SECTION 3 – TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

This contract is for purchase and delivery of liquid carbon dioxide an annual estimated 9,090 tons in tanker truck loads to the County. This product is used in re-carbonation and pH adjustment in water supply service.

##### **3.1.1 DEFINITIONS**

AWWA American Water Works Association, web site is, [www.awwa.org](http://www.awwa.org).

ANSI/NSF American National Standards Institute/National Science Foundation Standard 60 Certificate

PPM Parts per million

WEF Water Environmental Federation, web site is, [www.wef.org](http://www.wef.org).

WTP Water Treatment Plant

#### **3.2 LIQUID CARBON DIOXIDE REQUIREMENTS**

Carbon dioxide suitable for use in the treatment of potable water shall have a carbon dioxide content of at least 99.5 percent by weight. The product supplied 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 to the water any contaminants that would cause the established drinking water standards to be exceeded.

The carbon dioxide supplied by the bidder shall meet the following requirements:

- 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.

The carbon dioxide shall comply with all requirements and specifications given in the latest editions of: Standard Methods for the Examination of Water and Wastewater, American Water Works Association (AWWA) and Water Environmental Federation (WEF), Washington, DC, and American National Standards Institute/National Science Foundation (ANSI/NSF) AWWA B510-95.

#### **3.3 TRAINING**

The vendor shall provide at no additional cost to the County annual carbon dioxide safety training and site inspections as required by the department.