

# ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. 7925-1/20-1

Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: RQID2100003   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: QUICKLIME

Description: Formal Bid for the purchase of quicklime for treatment of potable water for the Water and Sewer Department on an as needed basis.

Issuing Department: ISD   
 Contact Person: Mrcelo Cam   
 Phone: 305-375-4258

Estimate Cost: \$54,921,425.00

Funding Source: GENERAL   
FEDERAL   
OTHER Proprietary

## ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">885-78</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> 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>	Carmuse Lime & Stone, In	Lhoist North America of		
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$63,000,000.00	\$63,000,000.00		
<b>Comments:</b>				

Continued on another page (s):     YES     NO

## RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>				

Basis of Recommendation:

<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;">Marcelo Cam</span>	<b>Date sent to SBD:</b> <span style="border: 1px solid black; padding: 2px;">10/07/2020</span>
	<b>Date returned to SPD:</b> <span style="border: 1px solid black; padding: 2px;"></span>

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

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of quicklime for the Miami-Dade Water and Sewer Department (WASD).

**2.2 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding 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, Strategic Procurement Division. The contract shall expire on the last day of the five-year term.

**2.3 METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive, responsible Bidder and who meets the qualifications listed below.

Minimum Requirements:

- a) Bidder(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed by County departments. The contact information shall include the representative's name, telephone number, and e-mail address.
- b) Bidder(s) shall be the manufacturer or an authorized distributor or dealer, and capable of providing and delivering quicklime by truck or rail. Bidder(s) shall provide a recent signed letter from the manufacturer, written on the manufacturer letterhead stating that the Bidder is the manufacturer or authorized distributor or dealer of the manufacturer. The letter shall be recent, issued within six months prior to bid submission, and shall include the manufacturer contact person name, telephone number, and email address. Bidder(s) may also provide link to manufacturer's website listing the Bidder's company name as an authorized agent, dealer, representative, or distributor or provide the County with any other verifiable proof.

or

Bidder(s) shall be an authorized reseller, and capable of providing and delivering quicklime by truck or rail. Bidder(s) shall provide a signed letter from the authorized distributor, on company's letterhead, stating that the Bidder is authorized to resell the product. The letter shall include the authorized distributor contact person's name and telephone number, email address, and include the supplier's manufacturer line card. Bidder(s) may also provide link to the authorized distributor's (or agent's or dealer's or representative's) website listing the Bidder's name listed as an authorized reseller, or provide the County with any other verifiable proof.

and

Bidder(s) shall also provide a current letter from the manufacturer indicating the authorized distributor (Bidder's supplier) is authorized to resell the manufacturer's product. This letter must be signed and printed on the manufacturers' letterhead with the contact person name, phone number, and email address. Bidder(s) may also provide link to manufacturer's website listing the authorized distributor company name as an authorized agent, dealer, representative, or distributor or provide the County with any other verifiable proof.

- c) Bidder(s) shall provide a Certification of Analysis issued by the manufacturer of the product in accordance with the American Water Work Association (AWWA).
- d) Bidder(s) shall provide a Safety Data Sheet supplied by the manufacturer.
- e) Vendor(s) shall provide two references that can indicate that the Bidder(s) has distributed quicklime by rail and/or truck for at least two years. Bidder(s) shall provide the reference's company name, company address, contact person's name and title, contact person's telephone number and e-mail address. Note: No more than one reference may be from a Miami-Dade County Department or Division.

Bidder(s) shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this Bid. However, the County may, at its sole discretion and in its best interest, allow bidder(s) to complete, supplement or supply the required documents throughout the evaluation period.

## **2.4 PRICES**

The pricing provided by Bidder shall remain fixed for a period of no less than twelve (12) months after the commencement of the contract. After this period, the awarded Bidder may submit a price adjustment request to the County based on the Producer Price Index (PPI) Commodity Data for Chemicals and Allied Products-Lime, Not Seasonally Adjusted, Series ID: WPU06130213 on an annual basis. Adjustment request greater than five percent on any item will be dis-allowed. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. The Awarded Bidder's request for adjustment must be submitted to the County's Internal Services Department, Strategic Procurement Division for review no more than 120 days or less than 90 days prior to expiration of the then current contract year. The County may also consider price adjustments based on changes to market conditions for the product specified herein that could not have been anticipated by either the vendor or the County, or as a consequence of Force Majeure. For purposes of this paragraph "Force Majeure" shall mean any acts of nature, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrences beyond the awarded Bidder's control.

## **2.5 DELIVERY**

**2.5.1** The awarded Bidder shall make deliveries within seven (7) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder.

Should the awarded Bidder fail to deliver in the number of days stated above, the awarded Bidder may be deemed in breach of contract. The County may terminate the contract for default and charge the awarded Bidder re-procurement costs, if applicable.

Notwithstanding the foregoing, in the event that Force Majeure prevents the awarded Bidder from delivering the product within the number of days stated in this provision, the awarded Bidder shall immediately notify the County of the delay in delivery as a result of Force Majeure. Upon such notice, the County may, at its sole discretion, procure the required product from next low Bidder or choose to accept such delay in delivery. In the event that the County chooses to procure the required product from the next low bidder, the parties agree that any Purchase Order for the product subject to a delay as result of Force Majeure is cancelable at the County's sole discretion. For purposes of this paragraph "Force Majeure" shall mean any acts of nature, war (declared or undeclared), government

regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrences beyond the awarded Bidder's control.

- 2.5.2** The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the awarded Bidder fails to deliver the products within the time specified, may result in the awarded Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the awarded Bidder re-procurement costs, if applicable.
- 2.5.3** The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or 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.
- 2.5.4** The awarded Bidder of this bid 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 Miami-Dade WASD Water Production Division or their designee. 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 WASD facility.
- 2.5.5** Deliveries shall be made to the Alexander Orr Jr. Water Treatment Plant located at 6800 S.W. 87th Avenue, Miami, Florida 33173 and/or John E. Preston Water Treatment Plant Located at 1100 W. 2nd Avenue, Hialeah, Florida 33010 during the hours or 8:00 AM – 5:00 PM, Monday thru Friday.
- 2.5.6** a) **By Rail Deliveries:**
- Rail cars shall be a minimum of 70-ton covered hopper type and shall be suitable for unloading from the bottom by pneumatic conveyor.
- When required, deliveries to the John E. Preston and Alexander Orr Jr. Water Treat Plant, may average 400 tons per week.
- b) **By Truck Deliveries:**
- Deliveries shall be by 25-ton tanker truck equipped with an air blower system for pneumatically conveying the quicklime into the using agency's silo.
- When required, deliveries by truck will average 570 tons per week for the John E. Preston Plant.
- c) **Notes:**
1. Maintenance of unloading equipment for Rail Cars shall be the responsibility of the County in order to insure adequate quicklime supplies to the Water Treatment Plant. Maintenance of the Air Blower System on the tanker trucks shall be the responsibility of the awarded Bidder.

2. Each delivery shall be accompanied by a weight certificate issued at a certified scale showing the net weight of the material.
3. The awarded Bidder shall notify Alexander Orr Jr. Water Treatment Plant Office (305) 271-9571 or John E. Preston Water Treatment Plant Office (305) 520-4750, as appropriate by telephone of all shipment including car number(s) and date(s) shipped. All delivery documents must contain the delivery and/or blanket purchase order number, car number and shipping date, in addition to other information.
4. It is the responsibility of the initiating unit to inspect the goods received to determine conformity to the purchase order. If the goods delivered are not in conformity with the order, the shipment should be returned.
5. The Department has two regularly scheduled maintenance overhaul shutdown periods of its lime kiln usually in May and November. These shutdown periods may last two or three weeks. In addition, there may be other emergency shutdown periods. During these periods the awarded Bidder shall be able to ship at least an additional six to seven cars per week for a three to four week period.
6. In the event the supplier cannot meet our delivery requirements, may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.
7. Payment will only be made for weight of material received. Each delivery shall be accompanied by a weight certificate of a certified scale showing the net weight of quicklime. The signature of the using department authorized representative confirming receipt and acceptance of material shall also be the basis of and support for all invoices submitted for payment.

**2.6 ACCIDENT PREVENTION AND BARRICADES**

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

**2.7 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

**2.8 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from vendors 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 normally charged by the awarded Bidder must be reflected in its unit price offered..

**2.9 LEGAL REQUIREMENT FOR 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 the vendor through the Department of Regulatory and Economic Resources (RER), 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

**2.10 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS**

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. All samples shall be tested in accordance with the test methods outlined in the AWWA standards as modified in the technical specifications.

The County reserves the right to make inspections and/or test as necessary to insure delivery of a satisfactory product.

Product samples for testing will be taken directly from the hoppers during the unloading process at spaced intervals. Any material not suitable for use by the department may be rejected and the balance of the order cancelled immediately. If it is found that the delivered commodities do not conform to the specifications, the county shall require replacement within three (3) calendar days. Should the awarded Bidder fail to deliver within the number of calendar days, the awarded Bidder may be deemed in breach of contract. The County may terminate the contract for default and charge the awarded Bidder re-procurement costs, if applicable.

**2.12 IDENTIFICATION OF EACH ITEM**

Each item must be clearly identified on the offer submittal pages(s) as to manufacturer and product location shipped from, 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 the offer being deemed non-responsive.

**SECTION 3**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**3.1 PRODUCT REQUIREMENT**

Quicklime shall be suitable for use in treating a potable water supply and shall conform to American Water Works Association (AWWA) Specification B202-07 as specified herein.

Quicklime shall be quick slaking freshly burned lime.

Lime shall be sized so that none shall be retained on a  $\frac{3}{4}$  inch screen and not more than 5% shall pass a No. 100 U.S. Standard Sieve.

Quicklime shall contain an average of 90% available calcium oxide as determined by American Society for Testing and Materials (ASTM) Designation C25-83. Bonus or penalty provisions as set forth in AWWA Specification B202-07 will not apply. Lime containing less than 80% available calcium oxide is not acceptable.

Residue after slaking shall not be more than 3% dry weight. Quicklime shall contain no silica rock.

**3.2 APPLICABLE PUBLICATIONS**

The following publications of the issue in effect on date of Invitation to Bid form a part of these specifications:

AWWA B202-07 Standard for Quicklime and Hydrated Lime

ASTM C25-83 Method for Chemical Analysis of Limestone, Quicklime and Hydrated Lime

Copies of AWWA Standard may be obtained from the American Water Works Association, 6666 W. Quincy Avenue, Denver, CO 80235; and ASTM Standard from the American Society for Testing and materials, 1916 Race Street, Philadelphia, PA 19103.

Quicklime not meeting specifications, particularly gradation, shall be subject to return to awarded Bidder.

**SECTION 4  
SUBMITTAL FORM**

Bidder: \_\_\_\_\_

**PRICE SCHEDULE**

Estimated Yearly Quantity	Description	Unit Price
Xxxxx tons	<b>Quicklime</b> per specifications in Section 3.1	\$ _____ /Ton
	<b>Manufacturer:</b> _____	
	<b>Delivered by:</b> Truck _____ Rail _____	
	<b>Location Product is shipped from:</b> _____	

**MINIMUM REQUIREMENTS**

**TO BE COMPLETED BY ALL BIDDERS**

Refer to Section 2.3 Method of Award, Minimum Requirements, to ensure that Bid Submittal complies with solicitation requirements.

Reference Section	Requirements	Copy Attached
2.3 a)	<p>Bidders(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed by user department(s). The contact information shall include the representative's name, telephone number, and e-mail address.</p> <p>Contact Person's Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	





	<p>Email Address: _____</p> <p><b>Reference No. 2</b></p> <p>Company Name: _____</p> <p>Contact Person's Name : _____</p> <p>Title: _____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p>	
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