

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

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. FB-01196

Contract  
 Re-Bid     Other – Access of Other Entity Contract    LIVING WAGE APPLIES:  YES  NO  
 Requisition No./Project No.: RQWS1900001    TERM OF CONTRACT 5 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Calcium Nitrate

Description: This contract is for the purchase and delivery of 66% Calcium Nitrate solution to be delivered in tanker truck loads. The chemical is to be used for disinfection in the wastewater treatment process.

Issuing Department: Water and Sewer    Contact Person: Susan Pascul    Phone: 7865528254  
 Estimate Cost: \$250,000.00  
 Funding Source:  GENERAL     FEDERAL     OTHER Proprietary

**ANALYSIS**

<b>Commodity Codes:</b>	<u>885-00</u>	<u>885-76</u>	<u>885-82</u>	<u>885-94</u>	<u>967-32</u>
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>		
<b>Contractor:</b>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>					
<b>Comments:</b>					
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

**RECOMMENDATIONS**

	<b>Set-Aside</b>	<b>Subcontractor Goal</b>	<b>Bid Preference</b>	<b>Selection Factor</b>
<b>SBE</b>				
<b>Basis of Recommendation:</b> <u></u>				
<b>Signed:</b> <u></u>	Date sent to SBD: <u>02/26/2019</u>			
	Date returned to SPD: <u></u>			

## 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 66% Calcium Nitrate [Ca NO<sub>3</sub>]<sub>2</sub> solution in tanker loads. The awarded bidder shall also provide two 4,000 gallon single wall tanks and 8 x 8 containments as required in conjunction with the County needs.

#### **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 2 year term.

#### **2.3** OPTION TO RENEW

Initial contract prices resultant from this solicitation shall prevail for a two year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five year term. The County may consider an adjustment to price based on paragraph 2.6. Continuation of the contract beyond the initial period is not a right of the awarded bidder and shall only be exercised when such continuation is clearly in the best interest of the County.

#### **2.4** METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible bidder.

#### **2.5** BIDDER REQUIREMENTS

**2.5.1** Bidder(s) shall be the product and equipment manufacturer, or be authorized by the manufacturer or the designee, as a direct distributor of the manufacturer to be considered for award. A third party bidder (reseller or toll blender) will not be considered for award. Bidders are required to submit proof of manufacturer's authorization with their bid. The proof may be in the form of a formal notice on manufacturer's letterhead identifying the bidder as the manufacturer, or designating the bidder as an authorized distributor. This notice must include the name and phone number of the bidder's contact person, must be signed by an authorized representative, and must be dated within 12 months of bid submission.

**2.5.2** Authorized direct distributors shall provide copies of established contract agreements or a signed letter on company's letterhead from the product manufacturer that demonstrates its ability to provide the calcium nitrate in the quantities as required by the County. The signed letter must include the contact name and phone number from an authorized signature.

**2.5.3** Bidder(s) shall provide the product's Material Safety Data Sheets supplied by the manufacturer.

**2.5.4** Bidder(s) shall provide a notarized certificate of analysis from a National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory confirming the quality and composition of the chemical meets paragraph 3.2.1 technical specifications supplied by the manufacturer.

- 2.5.5 Bidder(s) shall maintain an office equipped with a working telephone, a separate facsimile (Fax) line and/or electronic mail address to expedite service calls (Section 4: Vendor Requirements and References). This office shall be staffed by company representatives who can be contacted Monday through Friday, during working hours (defined as 7:00 AM to 5:00 PM).
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Miami-Dade County in its best interests, may allow bidders to complete their proof of compliance with the solicitation's requirements during bid evaluation. Failure to provide proof of compliance, as requested by the County, may result in the bid being declared non-responsive, or the bidder being declared non-responsible.

## 2.6 **FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS**

- 2.6.1 The initial contract prices resulting from this solicitation shall remain fixed for a period of no less than two years from the contract's initial effective date. Following the initial two year period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following pricing index:
- a. Producer Price Index (PPI), Chemicals and Allied Products – Alkalies and Chlorine, Including Natural Sodium Carbonate and Sulfate. Series ID: WPU061303.
- 2.6.2 It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract commencement anniversary date after the initial two year period. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The awarded bidder's adjustment request may not be in excess of the relevant documented pricing indexes.
- 2.6.3 Any adjustment received after 90 calendar days from the anniversary date 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 market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next contract term based on the downward movement of the appropriate index.
- 2.6.4 It shall be further understood that the County reserves the right to reject any price adjustment submitted by the awarded bidder and/or terminate the contract with the awarded bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.



- 2.6.5** 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.

**2.7 COMPLIANCE / REGULATION**

**2.7.1 Federal Standards**

All services/products to be purchased under this contract shall be in accordance with all governmental standards to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the American Water Works Association (AWWA) Standards B300-04, or latest revision; CAS No. 7681-52-9 and the National Fire Protection Association (NFPA).

**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. A vendor 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 vendor. 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 INSURANCE REQUIREMENTS**

To be completed after review by Risk Management

**2.9 PURCHASE OF OTHER ITEMS**

While the County has listed the Calcium Nitrate in the forms and composition currently used by the County and any related equipment used in conjunction with the operation of the plant process, there may be similar items that must be purchased by the County during the term of this solicitation. Any additional forms and compositions, or equipment required may be leased or purchased as needed. Under these circumstances, a County representative may obtain a price quote from the awarded bidder for these similar items or to acquire the items through a separate solicitation. 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 2.5 of this solicitation or any supporting documentation as required by the County.

**2.10 DELIVERY AND REMOVAL OF EQUIPMENT**

The awarded bidder shall deliver the storage tanks within four 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 an additional 60 day transitional period after the termination of any contract resulting from this solicitation, at which time the equipment shall be removed from the premise.

During this transitional period, the awarded bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also, in force, is being mobilized. The awarded bidder shall be allowed to invoice the County department for this additional period on a pro-rated basis.

## **2.11 DELIVERY REQUIREMENTS**

- 2.11.1 The awarded bidder shall make deliveries within four 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. In cases where the delivery and availability will be delayed, the awarded bidder shall notify the County, and if the County department approves, a revised delivery schedule may be established.
- 2.11.2 Should the awarded bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the order, seek the items from another vendor and charge the vendor for any re-procurement costs.
- 2.11.3 Deliveries shall be made with FDOT and OSHA compliant tankers equipped with self-contained pumps capable of filling Miami-Dade Water and Sewer's tanks. The awarded bidder shall have sufficient equipment and workforce to make deliveries as required including more frequent demands due to weather related events or biological upsets experienced at the facility.
- 2.11.4 Miami-Dade County will not pay an extra cost for "split load" deliveries. Bidder(s) must include this cost in the bid prices.
- 2.11.5 Deliveries shall be in increments of 3,800-4,000 gallons. The Calcium Nitrate shall be delivered to the North District Wastewater Treatment Plant (Interama).

North District Wastewater Treatment Plant (Interama)  
2575 NE 151<sup>st</sup> Street  
North Miami Beach, FL 33160

The delivery person needs to be present during the unloading process of the product at the designated facility. A County representative will also be present to witness the unloading process.

## **2.12 PACKING SLIP / DELIVERY TICKET/ SCALE TICKET / CERTIFICATE OF ANALYSIS**

The awarded bidder shall enclose a complete packing slip or delivery ticket and scale ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip / delivery ticket / scale ticket / certificate of analysis shall be made available to the County's authorized representative during delivery. The referenced items shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; back-order quantities; estimated delivery of back-orders if applicable; and the gross weight, Tare weight, and net weight of the vehicle.

## **2.13 SECURITY OF DELIVERIES**

The awarded bidder shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc. to any person, company or organization without the written permission of the County 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 facility.

**2.14 INSTALLATION**

The awarded bidder shall be required to furnish and fully install the appropriate materials or products identified in the specifications and/or scope 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.

**2.15 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

The awarded bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such material and equipment shall be of a suitable type and grade for the purpose required. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's project manager.

**2.16 SAMPLES MAY BE REQUIRED DURING EVALUATION**

Bidder(s) may be required, at no cost to the County, to submit a sample of the goods being offered for evaluation. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County may not consider the bidder's offer for that item(s); provided however, that in the event of a group or aggregate award, the bidder's offer will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable NELAC laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder 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.

**2.17 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If the awarded bidder provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the awarded bidder's expense. At the County's own option, the awarded bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.18 DEMMURAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from bidders 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 charged by the bidder must be reflected in the unit prices offered by the bidders.

**2.19 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting an offer, bidder(s) should visit the sites of the proposed work. Bidders must be aware of any conditions which may, in any manner, affect the work to be done or affect the equipment, materials and labor required. Bidders must also examine this solicitation and become thoroughly aware of all conditions and requirements that may in any manner, affect costs and/or the work to be performed under the contract. No allowances will be made for bidders' lack of knowledge of existing conditions.

The date, time and locations for the examination of the site is as follows:

Date: TBD

Time: TBD

Location: North District Wastewater Treatment Plant (Interama)

2575 NE 151st Street

North Miami Beach, FL 33160

**2.20 SITE VISIT INFORMATION**

To be filled in prior to solicitation being released

DRAFT

## SECTION 3

### SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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

This contract is for the purchase and delivery of an annual estimated 200,000 gallons of 66% Calcium Nitrate solution to be delivered in tanker truck loads. The vendor shall also provide two 4,000 gallon single wall tanks and 8 x 8 containments as required in conjunction with the County's needs. The storage equipment needed by the County shall be factored into the pricing of the Calcium Nitrate. The chemical is to be used for disinfection in the wastewater treatment process. Single wall tanks and containments are to be used for storage of the chemical.

#### **3.2** SPECIFICATIONS

**3.2.1** Chemical composition is Calcium Nitrate [Ca (NO<sub>3</sub>)<sub>2</sub>]; the analysis of the product shall be within the following ranges

- a. Percentage of Ca (NO<sub>3</sub>)<sub>2</sub> by weight: 66.0 ± 1.0
- b. Nitrogen percent: 9.0 ± 0.2
- c. Percentage of Calcium available by weight: 11.2 ± 0.2
- d. Pounds of Oxygen available by volume 3.0 - 3.5 lbs./gal
- e. Specific Gravity @ 20°C: 1.40 – 1.46
- f. Pounds of product per gallon: 12.1 to 12.2 lbs./gal
- g. Color: Clear

**3.2.2** Storage equipment shall be two 4,000 gallon single wall tanks with basic plumbing, pulling discharge and complete fill connections; and 8 X 8 containments as required. The vendor is responsible for securing the tanks in place against the current wind loads as established by the most recent version of the Florida Building Code. The vendor is responsible for providing protection of the tanks from projectiles during the same type of storm event by providing barriers i.e. fencing and or temporary structure. The vendor shall provide the following at no additional cost: maintenance repairs, replacements parts, emergency calls performed, and installation. The vendor is responsible for the maintenance services and repairs to the storage equipment. The vendor shall respond within 24 hours of service and emergency calls.

#### **3.3** REQUIRED DOCUMENTATION FOR DELIVERY

**A.** Certificate of analysis must accompany each load. The certificate shall denote:

1. Available oxygen by percent weight, measured by titration.
2. Excess alkalinity by percent weight, measured by titration.
3. Specific gravity, measured by hydrometer.
4. Color and clarity, measured by thermometer and visual.
5. Temperature, measured by thermometer.
6. Batch number, and date of batch.
7. Plant location.
8. Signature of analyst.



- B.** Each load delivered shall be accompanied by a scale ticket (State of Florida certified scale) showing the gross weight, TARE weight, and net weight of the vehicle. The County will use 12.1 pounds of product to equal one gallon to verify gallons delivered.

DRAFT

**SECTION 4:**

**VENDOR REQUIREMENTS AND REFERENCES**

<b>Bidder Requirements Checklist (2.5)</b>	
Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive or non-responsible.	
Criteria	Initial If Submitted
Product Manufacturer Authorization Letter (Paragraph 2.5.1)	
Direct Distributor established contract agreement or company letterhead demonstrating ability to provide calcium nitrate (Paragraph 2.5.2)	
Material Safety Data Sheets supplied by the Manufacturer (Paragraph 2.5.3)	
Certificate of Analysis from NELAC certified laboratory (Paragraph 2.5.4)	

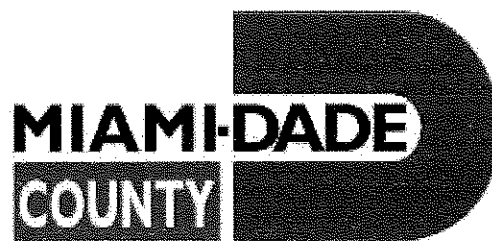
<b>Office Contact Information (2.5.5)</b>	
Please provide the office contact information where staff can be contacted Monday through Friday from 7:00 AM to 5:00 PM.	
Telephone Number:	
Facsimile (Fax) Number:	
Electronic Mail (E-Mail Address)	

<b>List References of Previous or Current Customers For (2.5.6)</b>	
<b>Client Reference #1</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	
<b>Client Reference #2</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	
<b>Client Reference #3</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	

# **Solicitation FB-01196**

## **Calcium Nitrate**

### **Solicitation Designation: Public**



**Miami-Dade County**

## Solicitation FB-01196 Calcium Nitrate

Solicitation Number    FB-01196  
Solicitation Title        Calcium Nitrate

Solicitation Start Date    In Held  
Solicitation End Date      May 6, 2019 6:00:00 PM EDT  
Question & Answer  
End Date                      Apr 29, 2019 7:00:00 AM EDT

Solicitation Contact      Robert Mendoza  
   Procurement Contract Officer 1  
   ISD - Strategic Procurement Division  
   305-375-3704  
   Robert.Mendoza@miamidade.gov

Solicitation Contact      Roma Campbell  
   305-375-3233  
   rcamp@miamidade.gov

Solicitation Contact      Jessica Tyrrell  
   Procurement Contracting Manager  
   ISD  
   305-375-4029  
   tyrrell@miamidade.gov

Contract Duration        See Bid Documents  
Contract Renewal         See Bid Documents  
Prices Good for            See Bid Documents

Solicitation Comments    **This contract is for the purchase and delivery of 66% Calcium Nitrate solution to be delivered in tanker truck loads. The vendor shall also provide two 4,000 gallon single wall tanks and 8 x 8 containments as required in conjunction with the County's needs. The storage equipment needed by the County shall be factored into the pricing of the Calcium Nitrate. The chemical is to be used for disinfection in the wastewater treatment process. Single wall tanks and containments are to be used for storage of the chemical.**

### Item Response Form

Item                            FB-01196--01-01 - Calcium Nitrate  
Quantity                      200000 gallon  
Unit Price                      
Delivery Location          **Miami-Dade County**  
   No Location Specified

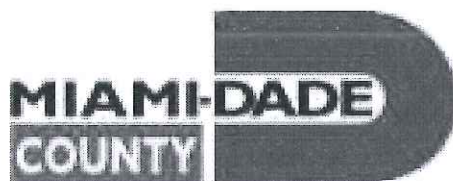


Qty 200000

**Description**

Delivery of Calcium Nitrate to North District Water Treatment Plant (Interama) as per paragraph 2.11.5  
The calcium nitrate and equipment shall conform to the specifications of Paragraph 3.2  
The estimated quantity is on an annual basis.

**BID NO.: FB-01196**  
**Calcium Nitrate**  
**May 6, 2019**



**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N**  
**T O B I D**

**TITLE:**  
**Calcium Nitrate**

**FOR INFORMATION CONTACT:**  
**Robert Mendoza, 305-375-3704, [Robert.Mendoza@miamidade.gov](mailto:Robert.Mendoza@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS/PROPOSERS:**

- **READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.**
- **FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.**

**SECTION 1****GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-2.pdf>

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**NOTICE TO ALL BIDDERS/PROPOSERS:**

Electronic bids are to be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning the scope of services/technical specifications please, utilize the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com) within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit their bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the closing time, or the system will stop the process and the submission will be considered late and will not be accepted.

**PLEASE NOTE THE FOLLOWING:**

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal must be submitted in accordance with all specifications contained in the solicitation electronically.

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

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- 2.5.6** Bidder(s) shall provide a minimum of three (3) **different** Commercial Business and/or Governmental Agency references to whom they have been providing, or provided calcium nitrate. The references must include the customer's company name, the contact person name, title, e-mail address and telephone number who can verify that the bidder has successfully provided the product that the bidder is offering under this solicitation (Section 4: Vendor Requirements and References). These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise.

Miami-Dade County in its best interests, may allow bidders to complete their proof of compliance with the solicitation's requirements during bid evaluation. Failure to provide proof of compliance, as requested by the County, may result in the bid being declared non-responsive, or the bidder being declared non-responsible.

## **2.6 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS**

- 2.6.1** The initial contract prices resulting from this solicitation shall remain fixed for a period of no less than two years from the contract's initial effective date. Following the initial two year period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following pricing index:
- a. Producer Price Index (PPI), Chemicals and Allied Products – Alkalies and Chlorine, Including Natural Sodium Carbonate and Sulfate. Series ID: WPU061303.
- 2.6.2** It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract commencement anniversary date after the initial two year period. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The awarded bidder's adjustment request may not be in excess of the relevant documented pricing indexes.
- 2.6.3** Any adjustment received after 90 calendar days from the anniversary date 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 market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next contract term based on the downward movement of the appropriate index.
- 2.6.4** It shall be further understood that the County reserves the right to reject any price adjustment submitted by the awarded bidder and/or terminate the contract with the awarded bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

- 2.6.5** 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.

**2.7** **COMPLIANCE / REGULATION**

**2.7.1** **Federal Standards**

All services/products to be purchased under this contract shall be in accordance with all governmental standards to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the American Water Works Association (AWWA) Standards B300-04, or latest revision; CAS No. 7681-52-9 and the National Fire Protection Association (NFPA).

**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. A vendor 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 vendor. 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** **INSURANCE REQUIREMENTS**

To be completed after review by Risk Management

**2.9** **PURCHASE OF OTHER ITEMS**

While the County has listed the Calcium Nitrate in the forms and composition currently used by the County and any related equipment used in conjunction with the operation of the plant process, there may be similar items that must be purchased by the County during the term of this solicitation. Any additional forms and compositions, or equipment required may be leased or purchased as needed. Under these circumstances, a County representative may obtain a price quote from the awarded bidder for these similar items or to acquire the items through a separate solicitation. 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 2.5 of this solicitation or any supporting documentation as required by the County.

**2.10** **DELIVERY AND REMOVAL OF EQUIPMENT**

The awarded bidder shall deliver the storage tanks within four 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 an additional 60 day transitional period after the termination of any contract resulting from this solicitation, at which time the equipment shall be removed from the premise.

During this transitional period, the awarded bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also, in force, is being mobilized. The awarded bidder shall be allowed to invoice the County department for this additional period on a pro-rated basis.

## **2.11 DELIVERY REQUIREMENTS**

- 2.11.1** The awarded bidder shall make deliveries within four 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. In cases where the delivery and availability will be delayed, the awarded bidder shall notify the County, and if the County department approves, a revised delivery schedule may be established.
- 2.11.2** Should the awarded bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the order, seek the items from another vendor and charge the vendor for any re-procurement costs.
- 2.11.3** Deliveries shall be made with FDOT and OSHA compliant tankers equipped with self-contained pumps capable of filling Miami-Dade Water and Sewer's tanks. The awarded bidder shall have sufficient equipment and workforce to make deliveries as required including more frequent demands due to weather related events or biological upsets experienced at the facility.
- 2.11.4** Miami-Dade County will not pay an extra cost for "split load" deliveries. Bidder(s) must include this cost in the bid prices.
- 2.11.5** Deliveries shall be in increments of 3,800-4,000 gallons. The Calcium Nitrate shall be delivered to the North District Wastewater Treatment Plant (Interama).

North District Wastewater Treatment Plant (Interama)  
2575 NE 151<sup>st</sup> Street  
North Miami Beach, FL 33160

The delivery person needs to be present during the unloading process of the product at the designated facility. A County representative will also be present to witness the unloading process.

## **2.12 PACKING SLIP / DELIVERY TICKET/ SCALE TICKET / CERTIFICATE OF ANALYSIS**

The awarded bidder shall enclose a complete packing slip or delivery ticket and scale ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip / delivery ticket / scale ticket / certificate of analysis shall be made available to the County's authorized representative during delivery. The referenced items shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; back-order quantities; estimated delivery of back-orders if applicable; and the gross weight, Tare weight, and net weight of the vehicle.

## **2.13 SECURITY OF DELIVERIES**

The awarded bidder shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc. to any person, company or organization without the written permission of the County 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 facility.

**2.14 INSTALLATION**

The awarded bidder shall be required to furnish and fully install the appropriate materials or products identified in the specifications and/or scope 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.

**2.15 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

The awarded bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such material and equipment shall be of a suitable type and grade for the purpose required. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's project manager.

**2.16 SAMPLES MAY BE REQUIRED DURING EVALUATION**

Bidder(s) may be required, at no cost to the County, to submit a sample of the goods being offered for evaluation. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County may not consider the bidder's offer for that item(s); provided however, that in the event of a group or aggregate award, the bidder's offer will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable NELAC laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder 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.

**2.17 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If the awarded bidder provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the awarded bidder's expense. At the County's own option, the awarded bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.18 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from bidders 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 charged by the bidder must be reflected in the unit prices offered by the bidders.



**2.19 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting an offer, bidder(s) should visit the sites of the proposed work. Bidders must be aware of any conditions which may, in any manner, affect the work to be done or affect the equipment, materials and labor required. Bidders must also examine this solicitation and become thoroughly aware of all conditions and requirements that may in any manner, affect costs and/or the work to be performed under the contract. No allowances will be made for bidders' lack of knowledge of existing conditions.

The date, time and locations for the examination of the site is as follows:

Date: TBD

Time: TBD

Location: North District Wastewater Treatment Plant (Interama)

2575 NE 151st Street

North Miami Beach, FL 33160

**2.20 SITE VISIT INFORMATION**

To be filled in prior to solicitation being released

DRAFT

**SECTION 3****SCOPE OF WORK/TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

This contract is for the purchase and delivery of an annual estimated 200,000 gallons of 66% Calcium Nitrate solution to be delivered in tanker truck loads. The vendor shall also provide two 4,000 gallon single wall tanks and 8 x 8 containments as required in conjunction with the County's needs. The storage equipment needed by the County shall be factored into the pricing of the Calcium Nitrate. The chemical is to be used for disinfection in the wastewater treatment process. Single wall tanks and containments are to be used for storage of the chemical.

**3.2 SPECIFICATIONS**

**3.2.1** Chemical composition is Calcium Nitrate [Ca (NO<sub>3</sub>)<sub>2</sub>]; the analysis of the product shall be within the following ranges

- a. Percentage of Ca (NO<sub>3</sub>)<sub>2</sub> by weight: 66.0 ± 1.0
- b. Nitrogen percent: 9.0 ± 0.2
- c. Percentage of Calcium available by weight: 11.2 ± 0.2
- d. Pounds of Oxygen available by volume 3.0 - 3.5 lbs./gal
- e. Specific Gravity @ 20°C: 1.40 – 1.46
- f. Pounds of product per gallon: 12.1 to 12.2 lbs./gal
- g. Color: Clear

**3.2.2** Storage equipment shall be two 4,000 gallon single wall tanks with basic plumbing, pulling discharge and complete fill connections; and 8 X 8 containments as required. The vendor is responsible for securing the tanks in place against the current wind loads as established by the most recent version of the Florida Building Code. The vendor is responsible for providing protection of the tanks from projectiles during the same type of storm event by providing barriers i.e. fencing and or temporary structure. The vendor shall provide the following at no additional cost: maintenance repairs, replacements parts, emergency calls performed, and installation. The vendor is responsible for the maintenance services and repairs to the storage equipment. The vendor shall respond within 24 hours of service and emergency calls.

**3.3 REQUIRED DOCUMENTATION FOR DELIVERY**

**A.** Certificate of analysis must accompany each load. The certificate shall denote:

1. Available oxygen by percent weight, measured by titration.
2. Excess alkalinity by percent weight, measured by titration.
3. Specific gravity, measured by hydrometer.
4. Color and clarity, measured by thermometer and visual.
5. Temperature, measured by thermometer.
6. Batch number, and date of batch.
7. Plant location.
8. Signature of analyst.

- B. Each load delivered shall be accompanied by a scale ticket (State of Florida certified scale) showing the gross weight, TARE weight, and net weight of the vehicle. The County will use 12.1 pounds of product to equal one gallon to verify gallons delivered.

DRAFT

**SECTION 4:**

**VENDOR REQUIREMENTS AND REFERENCES**

<b>Bidder Requirements Checklist (2.5)</b>	
Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive or non-responsible.	
Criteria	Initial If Submitted
Product Manufacturer Authorization Letter (Paragraph 2.5.1)	
Direct Distributor established contract agreement or company letterhead demonstrating ability to provide calcium nitrate (Paragraph 2.5.2)	
Material Safety Data Sheets supplied by the Manufacturer (Paragraph 2.5.3)	
Certificate of Analysis from NELAC certified laboratory (Paragraph 2.5.4)	

<b>Office Contact Information (2.5.5)</b>	
Please provide the office contact information where staff can be contacted Monday through Friday from 7:00 AM to 5:00 PM.	
Telephone Number:	
Facsimile (Fax) Number:	
Electronic Mail (E-Mail Address)	

<b>List References of Previous or Current Customers For (2.5.6)</b>	
<b>Client Reference #1</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	
<b>Client Reference #2</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	
<b>Client Reference #3</b>	
Company Name:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact E-Mail Address:	





## Submittal Form

Solicitation No. FB-01196		Solicitation Title: Calcium Nitrate	
Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/>		Federal Tax Identification Number: <input style="width: 90%;" type="text"/>	
If Corporation - Date Incorporated/Organized: <input style="width: 90%;" type="text"/>		State Incorporated/Organized: <input style="width: 90%;" type="text"/>	
Company Operating Address: <input style="width: 90%;" type="text"/>	City: <input style="width: 90%;" type="text"/>	State: <input style="width: 90%;" type="text"/>	Zip Code: <input style="width: 90%;" type="text"/>
Miami-Dade County Address (if applicable): <input style="width: 90%;" type="text"/>	City: <input style="width: 90%;" type="text"/>	State: <input style="width: 90%;" type="text"/>	Zip Code: <input style="width: 90%;" type="text"/>
Company Contact Person: <input style="width: 90%;" type="text"/>	Email Address: <input style="width: 90%;" type="text"/>		
Phone Number (include area code): <input style="width: 90%;" type="text"/>	Company's Internet Web Address: <input style="width: 90%;" type="text"/>		
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p><b>LOCAL PREFERENCE CERTIFICATION:</b> For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. <b>Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</b></p>			
<p><b>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:</b> For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). <b>Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP.</b></p> <p>The address of the Locally-Headquartered office is: <input style="width: 90%;" type="text"/></p>			
<p><b>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION:</b> A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. <b>A copy of the certification must be submitted with the bid.</b></p>			
<p><b><u>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</u></b></p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access <a href="http://www.miamidade.gov/smallbusiness/certification-programs.asp">http://www.miamidade.gov/smallbusiness/certification-programs.asp</a>. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p>			

Is Bidder's firm a Miami-Dade County Certified Small Business Enterprise? Yes  No

If yes, please provide Certification Number: \_\_\_\_\_

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:**

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: \_\_\_\_\_ In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.**

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID**

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

**By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.**

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

**Acknowledgment of Waiver:**

<b>Bidder's Authorized Representative's Signature:</b> _____ *	<b>Date</b> _____ *
<b>Type or Print Name</b> _____ *	
<b>Type or Print Title *</b> _____	

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

<b>Bidder's Authorized Representative's Signature:</b> _____ *	<b>Date</b> _____ *
<b>Type or Print Name</b> _____ *	
<b>Type or Print Title *</b> _____	



**FAIR SUBCONTRACTING PRACTICES**

**In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.**

**NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature

Date



**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: \_\_\_\_\_ FEIN No. \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/submit-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

10/11



### Miami-Dade County

### Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. :  Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant       Printed Title of Affiant       Signature of Affiant

Name of Firm       Date

Address of Firm       State       Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_

by \_\_\_\_\_ He or she is personally known to me \_\_\_\_\_ or has produced identification

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public      Serial Number

\_\_\_\_\_  
Print or Stamp of Notary Public      Expiration Date      Notary Public Seal

## Question and Answers for Solicitation #FB-01196 - Calcium Nitrate

### Overall Solicitation Questions

There are no questions associated with this Solicitation.