

SECTION 1
GENERAL TERMS AND CONDITIONS

CRYOGENIC OXYGEN PLANT MAINTENANCE AND TECHNICAL SUPPORT SERVICES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies 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 standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-3.pdf>

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2.1 PURPOSE

The purpose of this Invitation to Bid is to establish a contract for the acquisition of maintenance and technical support services for Cryogenic Oxygen Plants at County Facilities managed by the Miami-Dade Water and Sewer Department (MD-WASD).

2.2 TERM OF CONTRACT

This contract will 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 through written notice by the County's Internal Services Department, Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the month of the five (5) year contract term.

2.3 OPTION TO RENEW

Prior to, or upon completion of the initial term, the County shall have the option to renew this contract for an additional five (5) year period.

2.4 METHOD OF AWARD

Award of this contract will be made to no more than (2) responsive, responsible Contractors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. Under this award process, the lowest responsive, responsible Bidder will be designated as the primary Contractor and the second lowest Bidder will be designated as the secondary Contractor respectively. The primary Contractor awarded shall have the primary responsibility to initially perform the services or deliver the goods identified under the contract. If the successful bidder designated as primary Contractor, fails to perform in accordance with the terms and conditions stated herein, the County shall have the option to seek the identified goods or services from the 2nd ranked bidder designated by award as the secondary Contractor.

2.4.1 MINIMUM REQUIREMENTS

2.4.1.1 Contractor(s) must have a minimum of three (3) employees designated as qualified to provide field engineering services at cryogenic oxygen plants.. Submission of resumes shall be required to confirm this staffing requirement. One of the three resumes must be for the Field Engineer described in these Special Conditions, Paragraph 2.15. The Field Engineer should have references from previous or current employers listing his or her experience. Their experience should include 5-10 years of specific experience in Union Carbide cryogenic systems. The Field Engineer should be able to shut down and start up Union Carbide cryogenic plants without assistance from the customer's personnel. This experience may be supplemented by a degree in Mechanical Engineering or a related degree, but it is not considered a specific requirement. The actual hands-on experience in this specific field is more critical to operating a cryogenic plant than a related formal degree. This information shall demonstrate to the County's satisfaction that the three (3) employees designated are qualified to provide service for the existing oxygen generation facilities.

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- 2.4.1.2 Contractor must provide emergency contact information, available after normal working hours, weekends, and holidays to obtain telephone technical support and/or request field services in the event of an emergency.
- 2.4.1.3 Contractor must have a minimum of five (5) years industry experience-providing services to cryogenic oxygen production facilities in the following three (3) plant maintenance or Project experience areas:
- 1) Support services at plants with a minimum 50-ton/day capacity that have reversing heat exchanger (RHX) based on front-end design.
 - 2) Warm plant thaw startup and facility maintenance services including insulation removal and cold end check valve replacement.
 - 3) Installation upgrading, programming, and operation of programmable logic control (PLC) instrumentation systems. This experience is to include utilizing iFIX version 5.5 HMI software in a redundant server architecture and multiple GE Fanuc 90-30 CPU 374 plus PLC's communicating via Ethernet IP

Three (3) commercial or government customer references will be required to confirm this Contractor experience requirement. This experience must have been obtained from Customers within the previous three (3) years.

2.5 PRICES SHALL BE FIXED WITH ADJUSTMENTS

Prices will remain fixed and firm during the term of the contract.

Prior to the end of the initial one (1) year period, and at each subsequent anniversary period thereafter, awarded Contractor's shall have the option to submit a written request for a price adjustment to the County based on changes in the following price indexes:

Consumer Price Index, All Urban Consumers, All Items, Miami/ Ft. Lauderdale.

It is the awarded Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the awarded Contractor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or anniversary period. The awarded Contractor's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the awarded Contractor, the County will assume that the awarded Contractor has agreed that the next year of the term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the awarded Contractor and/or not continue the contract based on such price adjustments. Continuation of the contract beyond the initial term, and any renewal term, is a County prerogative, and not a right of the awarded Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.6 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and the resultant contract, contact James D. Munn, Jr. by telephone at (305) 375-1718 or via e-mail at munnj@miamidade.gov.

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2.7 EXAMINATION OF COUNTY FACILITIES AND EQUIPMENT (HIGHLY RECOMMENDED)

Site visits will be held on *(Date TBA in official BID solicitation)* beginning at 8:00 a.m. at the **North District Wastewater Treatment Plant**. To confirm your interest in attending, please send an email to James Munn, Jr. munnj@miamidade.gov and Joe Cummings at JCUMM@miamidade.gov.

The locations of the sites are provided below and will be inspected in this order:

- North District Wastewater Treatment Plant
2575 NE 151 Street, North Miami Beach, FL 33160
- Central District Wastewater Treatment Plant
3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149
- South District Wastewater Treatment Plant
8950 SW 232 Street, Goulds, FL 33170

Prior to submitting its offer, it is highly recommended that all interested Contractors visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. All interested contractors are also advised to examine carefully any drawings provided and technical specifications to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.8 CLEAN UP OF THE WORK SITE DURING AND UPON COMPLETION OF A REPAIR PROJECT

As mutually agreed upon by the performing Contractor and the MD-WASD Oxygen Plant Supervisor or designee, all usable surplus materials and debris shall be removed from the work site premises at the end of each day and disposed of in an appropriate manner. Upon completion of the repair, the Contractor shall thoroughly clean up all areas where the repair work has been accomplished and shall restore the work area to a condition equal to or better than pre-repair conditions.

The Oxygen Plant Supervisor or designee shall give written notice to the Contractor if those obligations are not met. In the event the Contractor fails to comply in excess of two (2) working days, excluding County observed holidays, after notice is issued, the M-DWASD Oxygen Plant Supervisor, or designee, may employ such labor and equipment as deemed necessary to remove any unused material and debris and/or restore the work site to the pre-repair condition. The cost of such work together with the cost of supervision shall be charged to the Contractor and be deducted from any money due to the Contractor on the final work order or project specific invoice. No repair job, work order or specific project shall be considered as having been completed until all site cleanup obligations have been met.

2.9 CORRECTIONS IN DEFICIENCIES IN WORK

The successful bidder, as the awarded Contractor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are

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reported to the Contractor by the County's Project Administrator. The Contractor shall bear all costs of correcting such rejected work. If the designated Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the Contractor fails to correct the work by the date specified in the notice, the County shall place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing.

2.10 EMERGENCY SERVICE

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the County under the contract. Emergency service response time shall be within twenty-four (24) hours after notification by the County, unless otherwise mutually agreed in writing.

2.11 HOURLY RATE

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The awarded Contractor shall comply with minimum wage standards and any other applicable laws of the State of Florida.

2.12 OVERTIME

The awarded Contractor will be paid a maximum of 1½ times the value of the contract's regular hourly labor rate for overtime labor. Overtime services must be approved in advanced by the M-DWASD's Oxygen Plant Supervisor or designee.

2.13 LABOR AND MATERIAL CHARGES

The awarded contractor shall provide the County with quality labor and materials on an as needed when needed basis when individual project work orders are issued by MD-WASD.

Accordingly, the designated contractor shall indicate the cost of this labor based on rates provided in Section 4 bid submittal form. Responses to work orders issued by MD-WASD will also include a list of materials or equipment required for each project.

Charges for any approved overtime shall not exceed 1-1/2 times the hourly labor rate submitted. Any replacement parts, components or items not covered by the defined scope of standard system maintenance provided under the time and materials provisions of the contract shall be furnished at Contractors actual cost. All materials, workmanship, and equipment or parts provided shall be subject to the inspection and approval of the County's Project Manager, MD-WASD Oxygen Plant Supervisor, or designee.

2.14 PROJECT WORK ORDER AUTHORIZATION

The Oxygen Plant Supervisor or designee will issue all project work orders under this contract by written request to the designated Contractor. No work shall be performed without his authorization and all work shall be performed under his complete supervision.

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The M-DWASD's authorized representative shall generate and issue a Work Order for each project to be performed under this Solicitation and subsequent Contract. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall include a cost estimate calculated by the County for the work listed on the Work Order. The estimate must be based on the prices submitted by the bidder for this solicitation. For the purposes of identification and payment, the Work Order shall be numbered and dated. The designated Contractor shall be required to supply the M-DWASD's authorized representative with a written price quotation within a time frame specified by the M-DWASD. The Contractor shall start the work within 30 days of notification by the Oxygen Plant Supervisor or designee.

- A. Emergency work request may be verbally initiated by the M-DWASD Oxygen Plant Supervisor, or designee, but will be followed up with written requests before any work is performed on plant site.
- B. The Oxygen Plant Supervisor, or designee, shall approve all upgrades, repairs and overhaul work and shall be the final authority for implementing Contractor's recommendations.
- C. The Oxygen Plant Supervisor, or designee, shall in all cases have the final decision on determining or accepting the amount, quality, fitness of materials or equipment to be provided by Contractor.

The M-DWASD shall make a conscientious effort to anticipate the Contractor's work or travel requirements and give the Contractor sufficient notice to schedule and perform approved plant work. However, if an emergency is declared by the M-DWASD, the awarded Contractor shall have Field Service Engineer available at the plant site within twenty-four (24) hours of such notification. Unless otherwise mutually agreed in writing, if the designated awarded primary contractor fails to respond to the declared emergency as agreed, the contract may be cancelled.

2.15 FIELD ENGINEER SHALL BE SUPPLIED BY THE BIDDER/CONTRACTOR

The successful Bidder shall employ a competent field engineer who shall be in attendance at the project site during the progress of the work. The field engineer shall be the primary representative for the Contractor and all communications given to and all decisions made by the field engineer shall be binding to the Contractor. Notwithstanding, the field engineer shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of Miami-Dade County.

2.16 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this Invitation to Bid shall be in accordance with all governmental standards including but not limited to American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of American (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA).

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3.1 SCOPE OF WORK

The work scope consists of providing technical support and supervisory personnel to assist M-DWASD forces in start-up operations, upgrading of existing equipment, maintenance, and emergency repairs of the Cryogenic Oxygen Plants at the M-DWASD's Wastewater Treatment Plants in Miami-Dade County, Florida. The work scope also consists of furnishing all necessary labor, parts, materials and equipment that the M-DWASD might be unable to obtain to provide scheduled maintenance and repairs.

The M-DWASD operates three (3) treatment plants in Miami-Dade County that process and treat wastewater (a combination of liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with any groundwater, surface water, and storm water that may be present). Located at these three (3) wastewater treatment plants are nine (9) oxygen plants, which produce oxygen at a high purity level is used in the wastewater treatment process.

The oxygen is used in the oxygenation reactor tanks to provide for the bacterial respiration requirements so that the process of treating and stabilizing the raw wastewater influent to wastewater treatment areas of a plant can be accomplished. This activity enables a larger volume of wastewater to be processed and disposed of in a shorter period of time than using ambient air. The production of oxygen is therefore critical to the wastewater treatment process and directly affects the associated costs and volume of wastewater processed by the plants.

3.2 EQUIPMENT DESCRIPTION AND SITE LOCATIONS

All bidders are required to inspect the sites prior to the submitting their bids. The locations and description of the sites and equipment are as follows:

- North District Wastewater Treatment Plant
2575 NE 151 Street, North Miami Beach, FL 33160
Contact: Joe Cummings (305) 949-9898

The cryogenic oxygen equipment at the North District Wastewater Treatment Plant consists of: two (2) Union Carbide Model U63 cryogenic oxygen plants with three 1250 HP Joy Compressors, Rotoflow expansion turbines, one 300-ton liquid oxygen storage and vaporizing facility, related process equipment, and electronic instrumentation and controls. In addition, at the North District Oxygen Plant #3, the cryogenic oxygen equipment consists of one (1) Union Carbide Model UI00 cryogenic oxygen plant with two (2) Joy Compressors, one (1) 1500 HP and one (1) 1750 HP motor and Rotoflow expansion turbine.

- Central District Wastewater Treatment Plant
3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149
Contact: Joe Cummings (305) 949-9898

The cryogenic oxygen equipment at the Central District Plant consists of: three Union Carbide Model U80 cryogenic oxygen plants (two on-duty and one stand-by) with three 1500 HP Joy Compressors, Rotoflow expansion turbines, four 71.5-ton liquid oxygen

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storage and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

- South District Wastewater Treatment Plant
8950 SW 232 Street, Goulds, FL 33170
Contact: George Sutton (305) 257-5331

The cryogenic oxygen equipment at the South District Plant consists of: two Union Carbide Model U80 cryogenic oxygen plants with two 1500 HP Centac Compressors, and one Union Carbide Model U100 plant with one 1750 HP Joy Compressor, Rotoflow expansion turbines, Four 71.5-ton liquid oxygen storage tanks and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

3.3 SERVICE REQUIRED

A. Technical Support

Under the control and guidance of the Oxygen Plant Supervisor, or designee, the Contractor shall consult with and render assistance to the M-DWASD on special problems of operations and maintenance which may be encountered from time to time. This work shall include, but not be limited to providing assistance at the job site or by telephone, on equipment or system operation, personnel training, reviewing maintenance status, troubleshooting problems, overhaul procedures, recommending equipment or system upgrading, review of operating data, parts and maintenance planning and conducting audit of the facilities if requested by the M-DWASD. Annual thaws and startups of plants shall be provided along with 90 day CEGT operating thaws on U100's.

B. Upgrade Equipment, Parts and Materials

Any upgrade of equipment, parts and materials for the scheduled maintenance and emergency repairs will usually be supplied by the M-DWASD. In the event the Department cannot provide the materials, the bidder is required to furnish the items as directed by the Oxygen Plant Supervisor or designee.