

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00227

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

Requisition No./Project No.: FB-01304
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Ultrasonic Rail Testing Services

Description: Ultrasonic rail testing services for the County's rail system. Includes operators & equipment to ultrasonically inspect rail tracks comprised of 45.6 miles of mainline track, 1.0 miles of pocket track, and 0.7 miles of yard lead; 12 interlocking & 22 station locations

Issuing Department: DTPW
 Contact Person: Angela Mathews Tranui
 Phone: 786-469-5424

Estimate Cost: \$165,000
 Funding Source: Operating
 GENERAL FEDERAL OTHER

ANALYSIS

Commodity Codes:	<u>90670</u>	<u>96145</u>	<u>92500</u>	<u>96148</u>	
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.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	<u>Nordco Rail Services, LLC</u>				
Small Business Enterprise:					
Contract Value:	<u>\$132,615</u>				
Comments:	<u></u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: <u>Marie Williams</u>	Date sent to SBD: <u>6/12/19</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 Department of Transportation and Public Works (DTPW) for the purchase of ultrasonic rail testing services for the County's rail system.

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 remain in effect for five (5) years and shall expire on the last day of the last month of the five-year period.

2.3 METHOD OF AWARD

Award will be made to the responsible bidder who submits the lowest priced responsive bid who meets the minimum requirements below and all of the technical requirements within Section 3 of this solicitation when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its offer may be rejected.

2.3.1 Requirements

The minimum requirements are as follows:

- A. Non-Destructive Testing (NDT) Certification - Bidder must have at least one (1) staff member certified as an SNT-TC-1A Level II or ANSI/ASNT CP-189 Level II technician to perform work on this contract. Bidder shall submit proof of the certification.
- B. Bidder shall be regularly engaged in the business of providing ultrasonic rail testing services. Bidder shall submit two (2) references which can verify that the Bidder is currently providing or has provided services within the past five (5) years similar to what is described in this solicitation. The references must include the customer's company name, and the name, title, address, email address and telephone number of the contact person, who can verify that the Bidder has successfully provided such services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.

Failure to meet these requirements may result in Bidder's offer being rejected. However, in accordance with Section 1, Paragraph 1.5.K, the County reserves the right to request and evaluate additional information.

2.4 PRICES

- 2.4.1** If the Bidder is awarded a contract, its prices stated in the Item Response Form section shall remain fixed and firm during the term of contract.

2.4.2 Bidder shall state its price per contract year which includes two (2) tests per year, in accordance with Section 3.5, Testing Schedule and Frequency.

2.4.3 Bidder's prices shall be inclusive of all costs and expenses, including labor, materials, and equipment, as well as mobilization to and de-mobilization from the site. No "add-on" charges for services are allowed.

2.5 METHOD OF PAYMENT

The Awarded Bidder shall submit monthly invoices to the County. DTPW requires invoices be of clear quality, include the correct remittance address, not on dark paper (when possible), and sent to:

Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
C/O Miami Dade Transportation and Public Works Dept.
111 NW 1st Street, 26th Floor
Miami, FL 33128

OR

the virtual portal for invoice submission at invsubp@miamidade.gov

Refer to Section 1, General Terms and Conditions, Article 1.35, Invoices for further requirements. Failure to submit invoices in the prescribed manner will delay payment.

2.6 INSURANCE TO BE DETERMINED OR...

The following supersedes the insurance requirements of Section 1, Paragraph 1.22:

Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidder or its employees, agents, servants, partners principals or subcontractor Bidders. Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Bidder shall furnish to the Internal Services Department / Strategic Procurement Division, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.

- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Pollution Liability Coverage in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

2.7 COMPLIANCE WITH GOVERNMENT STANDARDS

All services 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), and the National Fire Protection Association (NFPA).

2.8 RELATED SERVICES MAY BE ADDED

While the County has stated the main service within this solicitation, there may be similar services that must be purchased by the County during the term of this contract. It is hereby agreed and understood that additional services may be added to this contract at the County’s discretion. Awarded Bidder under this contract may be invited to submit price quotes for additional or similar services. The County reserves the right to award these services to the Awarded Bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall provide ultrasonic rail testing services to include operator(s) and equipment to ultrasonically inspect rail tracks comprised of 45.6 miles of mainline track, 1.0 miles of pocket track, and 0.7 miles of yard lead track. Included are 12 interlocking and 22 station locations. All tracks are constructed of 115RE, control-cooled continuously weld rail. Bolted and insulated rail joints will be encountered through interlocking and station locations.

3.2 TESTING AND INSPECTION REPORT

The Awarded Bidder shall provide a detailed inspection report within twenty-four (24) hours of conducting each test, or as instructed by DTPW. Testing and Inspection Reports must include all findings stipulated in Section 3.3, Test Specifications.

3.3 TEST SPECIFICATIONS

The Awarded Bidder shall perform a continuous ultrasonic search for internal defects over the entire length of each running rail and must detect defects between joint bars and in the area enclosed by joint bars as follows:

- A. Transverse fissures or other centrally located transverse defects representing approximately 5% of the cross-sectional area of the rail head.
- B. Detail fractures representing approximately 10% of the cross-sectional area of the rail head and not masked from above the shallow horizontal separation sometimes associated with shells.
- C. Engine burn fracture with transverse component developing from thermal cracks underneath driver burns representing approximately 15% of the cross-sectional area of the head.
- D. Horizontal split heads at least 2 inches in length and located $\frac{1}{2}$ inch or more below the running surface of the rail and at least halfway across the rail head.
- E. Vertical split head so oriented as to interrupt an ultrasonic signal transmitted through the rail section from above, and 6 inches in length or longer.
- F. Head and web separations and split webs outside the joint bar area at least 2 inches in length and progressing entirely through the rail web.
- G. Joint defects – bolt hole cracks and head and web separations inside the joint bar limits at least $\frac{1}{2}$ inch in length and progressing entirely through the rail web.
- H. Defective welds (plant or field) with centrally located transverse defects, voids or inclusions in the rail head repressing approximately 5% of the cross-sectional area of the rail head, head defects not centrally located representing approximately 10% of the cross-

sectional area of the rail head and web defects on a generally horizontal plane at rail welds approximately 2 inches in length or longer with penetration more than half way across the rail web.

3.4 TESTING VEHICLE SPECIFICATIONS

Due to a retrofit of additional power rail pedestals, the maximum allowable distance from the gauge side of the running rail adjacent to the power rail must not exceed 15 inches so that the rubber tires on the testing vehicle clear the hurricane pedestals.

3.5 TESTING SCHEDULE AND FREQUENCY

- A. Regular Testing is defined as the thorough ultrasonic testing of entire track as referenced in Section 3.1, Scope of Work, in order to determine cracks, breaks or issues. Regular Testing is to take place twice per contract year after revenue service has been completed. It is the responsibility of the awarded bidder to provide service when appropriate.
- B. Emergency Testing is defined as testing outside of Regular Testing (stated above). DTPW will request Emergency Testing as needed. Should Emergency Testing be required outside of the contemplated two tests per contract year, the price for Emergency Testing shall be negotiated. The amount to be negotiated should take into account the number of miles to be tested and may not exceed the price awarded for one **inspection** during contract year one, if broken down by mile.

3.6 LIMITATION OF OPERATIONS

The Awarded Bidder will perform testing **Days?** between 12:30AM and 4:00AM except when additional work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the DTPW Project Manager.

3.7 NOTIFICATION PRIOR TO COMMENCEMENT OF WORK

The County will give a minimum lead time of fourteen (14) calendar days to the Awarded Bidder prior to the desired starting date for regular testing. However, in case of emergency there may be no lead time.

3.8 IDENTIFICATION BADGES

It is a requirement that all Awarded Bidder's employees must obtain the DTPW contractor photographic identification badge prior to being granted access to certain DTPW property. DTPW will issue a contractor photographic identification badge at no cost.

3.9 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors 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 aforementioned 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 DTPW Project Manager.

3.10 CONTINUOUS NDT CERTIFICATION

Non-Destructive Testing (NDT) Certification - Certification of at least one (1) staff member as an SNT-TC-1A Level II or ANSI/ASNT CP-189 Level II technician is required and must be maintained throughout the contract term and any extensions or renewals. The County reserves the right to request, and Awarded Bidder must provide, proof of this certification at any time during the term of the contract to ensure compliance and ability to perform on this contract.

3.10.1 An NDT Level II technician is:

- A. Qualified to set up and calibrate equipment and to interpret and evaluate results with respect to applicable codes, standards and specifications;
- B. Thoroughly familiar with the scope and limitations of the methods for which they are qualified; and,
- C. Able to organize and report the results of applicable tests.

3.11 LABOR, MATERIALS AND EQUIPMENT

Materials and equipment shall be congruous with industry type, grade and applicability suited for the purpose and use on this contract. All material, labor performed, and equipment shall be subject to the inspection and approval of DTPW's Project Manager.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

SECTION 4
SUBMITTAL CHECKLIST

Reference Section	Requirements	Initial as submitted
2.3.1 A	<p>Non-Destructive Testing (NDT) Certification - Bidder must have at least one (1) staff member certified as an SNT-TC-1A Level II or ANSI/ASNT CP-189 Level II technician to perform work on this contract. Bidder shall submit proof of the certification.</p>	
2.3.1 B	<p>Bidder shall be regularly engaged in the business of providing ultrasonic rail testing services. Bidder shall submit two (2) references which can verify that the Bidder is currently providing or has provided services within the past five (5) years similar to what is described in this solicitation.</p> <p>The references must include the customer's company name, and the name, title, address, email address and telephone number of the contact person, who can verify that the Bidder has successfully provided such services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.</p> <p>1) Reference Name: _____ Company Name: _____ Phone Number: _____ E-mail Address: _____</p> <p>2) Reference Name: _____ Company Name: _____ Phone Number: _____ E-mail Address: _____</p>	